

Imperial Parking
BIDDER: (U.S.); LLC

CONTRACT FOR SERVICE

CONTRACT NO. 11-53-164



**PARKING MANAGEMENT SERVICES AT THE JUVENILE DETENTION CENTER
FOR
COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT**

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

**RESPONSES WILL BE DUE ON THURSDAY, NOVEMBER 10, 2011 AT 10:00 A.M.
LATE RESPONSES WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL, 60602**

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

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

PERFORMANCE AND PAYMENT BOND: REQUIRED

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

DEC 19 2011

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impark

November 9, 2011

Office of the Purchasing Agent
Board of Commissioners
County of Cook
118 N. Clark Street
Chicago, IL 60602

RE: Proposal to Provide Parking Management Services at the Juvenile Detention Center for Cook County Department of Facilities Management

Thank you for providing Imperial Parking (U.S.) LLC the opportunity to submit this proposal to manage the Juvenile Detention Center's parking garage. Our proposal sets out all of the required information and certifications requested in Contract for Service Document No. 11-53-164.

We have an established track record with high profile governmental and private parking operations in Chicago such as the John H. Stroger, Jr. Hospital of Cook County, the parking facilities at the Aon Center, and the River East Center Garage. These parking facilities all have attributes similar to the Juvenile Detention Center garage in terms of the size of the parking structure and the nature of the parking operation.

We are enthusiastic about providing our management services and revenue equipment experience to the Juvenile Detention Center, and given the opportunity, will provide you with an exemplary level of operational professionalism and profitability. Impark manages a number of local clients that have similar revenue and access control equipment configurations as the Juvenile Detention Center and is quite experienced in providing preventative maintenance on this technology.

As a point of clarification, on page S-3 from the RFP Specifications, it outlines that cash is the preferred payment method, with checks being acceptable. We observed credit cards being used on the equipment, but they were not addressed in the RFP document. In order to provide the most competitive bid we assumed revenue would be distributed net of credit card fees (as is most common in management agreements). To assume credit card fees would be booked as an expense and therefore the responsibility of the operator would risk double counting those fees, and unnecessarily increasing the management fee of the operation. Should this be incorrect, we would be pleased to work with the County on a reasonable alternative.



impark

Please do not hesitate to contact us if you require additional information about Imperial Parking (U.S.) LLC or our plans for your parking operation.

Sincerely,

Tim Condon
Business Development Director
Imperial Parking (U.S.) LLC
547 W. Jackson Boulevard Suite 900
Chicago, IL 60661
312-663-1490 x3105

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **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 Office of the Purchasing Agent, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

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

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

IB-09 COMPETENCY OF BIDDER

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

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

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

Bidders may be asked upon request of the 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. Modifications and amendments which individually or cumulatively result in additional cost of greater than 10% of the original awarded amount or which extends the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by no more than ten percent (10%) of the original awarded amount, or which do not extend the term of the Contract by more than one year 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 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 CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-23 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-24 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-25 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-26 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-27 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-28 QUANTITIES

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

GC-29 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-30 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-31 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-32 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-33 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-34 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-35 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-36 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall provide PARKING MANAGEMENT SERVICES AT JUVENILE DETENTION CENTER for COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract for thirty-six (36) months after award by the Board of Commissioners and after proper execution of the Contract Documents. The contract will consist of a firm price for thirty-six (36) months with a one year mutually agreed upon option to renew.

SC-03 AWARD OF CONTRACT

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

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of thirty five percent (35%) M/WBE of the awarded contract price for work to be performed.

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

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

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

SPECIAL CONDITIONS

SC-05 PRE-BID CONFERENCE

The County will hold a Pre-Bid Conference at the Office of Facilities Management, 2245 W. Ogden Ave, 5th Floor, Chicago, Illinois. Representatives from the Purchasing Department and Using Departments will comprise the panel to respond to answer any questions regarding Parking Management Services and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Kevin Casey at 312 603-6830 or e-mail kevin.casey@cookcountyil.gov on or before Thursday, October 27, 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: Friday, October 28, 2011
TIME: 3:30 P.M.
PLACE: Cook County Office of Facilities Management
 2245 W. Ogden Avenue 5th Floor
 Chicago, IL 60612

SC-06 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. on Tuesday November 1, 2011. Inquiries will be answered by the close of business on Thursday, November 3, 2011.**

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

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

SPECIAL CONDITIONS

SC-07 PERFORMANCE AND PAYMENT BOND

The Contractor shall provide a performance and payment bond in conformance with Instructions to Bidder IB-14. The bond required for this contract shall be equal to 100% of the anticipated cost for one year, and shall have a one year term. Contractor shall renew the Bond on or before the anniversary date for each successive year of the contract and for any renewals or extensions. The "anticipated contract cost for one year" shall be calculated as one-third of the total bid amount. Annual renewal bonds shall fully comply with the requirements of Instruction to Bidders, IB-14 and shall be submitted to the Chief Procurement Officer. Failure to furnish bond renewals on or before the anniversary dates as herein required shall constitute a default by the Contractor. In addition to the remedies provided to County by General Condition GC-11, owner may elect to withhold the amount from monthly invoices following the anniversary date. Such amount shall be withheld until required bonds are submitted to the Chief Procurement Officer. Thereafter, the Contractor may include the withheld amount in its next monthly invoice for payment.

SC-08 CRIMINAL RECORDS CHECK

The County reserves the absolute right to process a criminal records check and to require the Contractor to institute drug testing on the Contractor's employees, contractors, sub-contractors, agents and representatives.

SC-09 PROJECT TIMELINE

ACTIVITY

DATE

Bidders Register to Attend the Pre-Bid Conference	October 27, 2011
Pre-Bid Conference Meeting	October 28, 2011
Questions Due From Bidders	November 1, 2011
Addendum Issued	November 3, 2011
Bid Responses Due	November 10, 2011

SC-10 COOPERATIVE PURCHASING

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

SPECIAL CONDITIONS**SC-11 DEFAULT**

Contractor shall be in default of this contract in the event of a material breach by Contractor of any term or condition of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

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

Upon default, the Contractor shall thereafter have ten (10) calendar days to remedy the default. Should the Contractor fail to remedy the default within such ten day period, the County may exercise its remedies pursuant to General Condition GC-11, County's Remedies. SC-27.

The County shall be in default of this Contract 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 breach has been given by the Contractor to the County, setting forth the nature of such breach.

SC-12 COUNTY'S REMEDIES

Should the Contractor default and fail to remedy such default during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract, or Contractor's employment, provided, however, that County shall give the Contractor five (5) days prior written notice of its intention to terminate. Following notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the default or noncompliance that is the subject matter of the notice.

SPECIAL CONDITIONS

SC-13 SUBROGATION AND WAIVER AND INSURANCE REQUIREMENTS SUBROGATION AND WAIVER

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

SC-14 INSURANCE

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

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

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

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

SPECIAL CONDITIONSSC-14 INSURANCE (CON'T.)(b) Commercial General Liability Insurance

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

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

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

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

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- a. \$2,000,000 each occurrence for all liability
- b. \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

SPECIAL CONDITIONS**SC-14** INSURANCE (CONT.)**2. Additional requirements**

- (a) Additional Insured
Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.
- (b) Qualification of Insurers
All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.
- (c) Insurance Notices
All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

SC-15 INDEMNIFICATION

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

SPECIFICATIONS

1. PARKING MANAGEMENT SERVICES

The Contractor will assume primary and complete responsibility for all aspects of their daily operation of the Facility. This includes, without limitation, the performance of the following duties and responsibilities as necessary to provide for the professional, first-class operation of the Facility:

- Hiring, supervising and paying all personnel (all of whom shall be employees of the bidder) necessary for the proper and professional operation of the Facility with a view to maximizing revenue.
- Obtaining all licenses and permits.
- Collecting, depositing and accounting for the proper Parking fees.
- Maintaining and operating traffic and revenue control equipment.
- Coordinating all maintenance, repairs with the Owner.
- Provide housekeeping in the contractor's area.
- Purchasing of revenue control equipment and supplies.
- Providing monthly reporting to the Owner in form and substance satisfactory to the Owner.
- Issuance and maintenance of parking violations.
- Providing security services for the parking facility.

The Cook County Juvenile Center Parking Facility is a 2,338 space off-street self-park multi-level public parking facility and a 42 space surface lot for Judges. The facility is located at 1100 South Hamilton Avenue, Chicago, Illinois.

Parking Fees are currently:

Daily:	\$2.00
Monthly:	\$25.00 for County Employees
	\$35.00 for others

Two vehicle entrances and exits are located on Hamilton Avenue for monthly and transient patrons, and one entrance and exit for monthly patrons located on Hoyne Street, complete with card readers, ticket acceptor for off hours, and automatic gates. The parking and security office is located at the ground level just east of the elevator tower. In addition, it will be the contractor's responsibility to maintain the 42 space surface Judge's Lot with Card Reader equipment and gate located north of the Detention Center on Ogden Avenue.

SPECIFICATIONS

2. CONTRACTOR RESPONSIBILITIES

Under the direction of the Director of Facilities Management or his designee, the successful operator will be required to provide:

- a. Effective financial control for collection and remittance of the County's revenues from both daily receipts and all of monthly parking.
- b. Strong management, supervision and trained personnel to successfully operate, and manage the Facility.
- c. Effective security enforcement for the Parking Facility using security surveillance and roving patrols.

3. SECURITY

The Contractor agrees to provide at Contractor's expense the service of a reputable professional security patrol agency licensed in the State of Illinois as a Watchguard Patrol or as Private Investigators. Such security patrol shall monitor the security system in the security office and patrol the entire facility during those hours designated by the County. Such security shall be considered agents of the Contractor and not as agents of the Owner. Nothing in this clause shall be deemed to benefit any third party and the performance of the obligations are for the sole benefit of the parties and no other persons.

At the County's option and expense, Contractor shall implement additional security measures in the parking facility, which shall be developed after consultation with the Contractor.

The Contractor or security firm shall provide a Detex or similar wandng station system for the roving security guard to perform his hourly rounds.

Contractor or security firm must be equipped with uniforms, two-way radios and flashlights.

Security shall be in effect twenty-four (24) hours per day, seven (7) days a week including holidays. The schedule of security, unless modified by the County is as follows:

	<u>Security Office Personnel</u>	<u>Unarmed Roving Security</u>
Monday - Friday:		
8:00 a.m. - 5:00 p.m.	1	1
5:00 p.m. - 8:00 a.m.	1	1
Sat., Sun., & Holidays:		
8:00 a.m. - 8:00 a.m.	1	1

The County reserves the right to have the Contractor supply armed security personnel and will compensate the Contractor accordingly.

SPECIFICATIONS**4. COLLECTION - PAYMENT - ACCOUNTING FOR REVENUES**

The Contractor will be responsible for the collection and deposit of revenues as described below:

- a. County Revenue Account - The Contractor shall establish, as Trustee for the County of Cook, a bank account for the deposit of all receipts generated by the parking operations. Deposits are to be made daily and any revenue not deposited is to be maintained overnight in the parking facility safe. The Contractor shall transfer deposited funds to an account designated by the County of Cook weekly. The Contractor shall provide copies of the monthly bank statements along with any internal reconciliation and auditing reports or balance sheets. Deposited amounts must equal parking fees received including any City parking taxes collected. The Contractor will be responsible for making good any difference between amount deposited, amount collected and amount due per management control reports.
- b. Payment of Parking Fees - The accepted method of payment is cash. Checks may be accepted for monthly permit parking. The Contractor shall be responsible for losses from checks not accepted in accordance with County policy. Payment of uncollectible fees will be the responsibility of the Contractor.
- c. Monthly Permit Fees - The Contractor shall supply, control, sell and account for all monthly permit cards.
- d. Taxes - The Contractor shall prepare for the County the required parking tax returns, and the County shall make the necessary remittances to the City on a timely basis. The County will be responsible for payment to the City of any parking tax assessment.

5. REPORTS

The Contractor shall use and maintain forms, report formats, and accounting procedures acceptable to County for all required reports. All records, receipts, invoices and other documents relative to the operation of these facilities shall be routinely available for audit and inspection by the County. The Contractor shall process the reports and records required for the proper operation and management of the described facility such as:

- a. Continuous audit control of revenues, cash deposits, parking tickets, overage/shortages, permit sales.
- b. Submission of bank deposit slips, shift reports, weekly and monthly facility reports in a manner described by the County and to the designated County office.
- c. All personnel and time records, payroll and payroll taxes are to comply with all required regulations.

SPECIFICATIONS**5. REPORTS (CON'T.)**

The Schedule of Submission of Reports/Statement shall be in accordance with the following:

- a. All reports relative to the deposit of funds and generated by the parking control system equipment shall be forwarded monthly to the Director of Facilities Management or designee of Cook County.
- b. Reports on each damage, theft and/or injury claimed or unclaimed arising from the operation of the Facility shall be submitted to the Director of Facility Management or designee of Cook County within twenty-four (24) hours of the incident, with a copy submitted with the monthly invoice.

6. RECORDS

- a. **Financial Records** - The Contractor shall maintain financial records for a period of three years subsequent to each transaction day. Such records shall be accurate books and accounts of all monthly and transient parking activity. Such records shall, at a minimum, correlate, for monthly contract parkers, the number of active access cards with revenue generated; and correlate, for transient parking activity, tickets issued, with vehicles present, with time parked and revenue generated. The records shall meet both standard parking industry and generally accepted accounting practices. The reports shall include, but not be limited to, daily cashier reconciliation reports by lane and supervisory daily summary reports. Monthly reports shall summarize income and expenses of the Facility. The consolidated monthly statements shall have a year-to-date comparison of the previous years activity and identify the percent deviation and dollar from the prior year. The Contractor shall no later than tenth (10th) day of each month provide to the County a statement of profit and loss for the previous month.
- b. **Exception Transactions** - With the level of technology of the Facility's parking revenue and access control system, exception transactions are one of the largest sources of fiscal exposure. Therefore, it is the Contractor's responsibility to keep these transaction types to a minimum and to rigorously follow up on all such atypical activity. To demonstrate and document rigorous follow up, the Contractor shall list all exception transactions by cashier, by lane daily and state the nature and findings of the follow up on an exception transaction form. Exception transactions shall be defined as insufficient fund, lost tickets, mutilated or unreadable ticket transaction, and disputed fee transaction and "no charge" transactions (voided tickets). No later than one week prior to the commencement of services under this Contract, The Contractor shall submit to the County a form for reporting transactions and investigations, and shall, upon the County's approval thereof, utilize such form.
- c. **Access Control System Accountability** - The Contractor acknowledges the potential for abuse through anti-passback violations. The Contractor shall keep anti-passback violations to a minimum and within the "Daily Supervisor's Report" document, investigate and state actions taken relative to each violation. The Contractor shall document all anti-passback attempts by parking patrons or other access cardholders authorized by the County, and report in writing to the County the results of its investigation thereof. The Contractor also acknowledges the potential for abuse through "floating" access cards within the system that have not been paid for. The Contractor has the authority and responsibility to terminate access of any card, which has not paid the monthly fee by the first of the month. In this regard, the Manager and/or Supervisors shall randomly, no fewer than monthly, print out a list of all active access cards and correlate such to payments received. A copy of this list shall be submitted to the Director of Facilities Management or his designee.

SPECIFICATIONS**7. PERSONNEL**

The Contractor shall provide management and operating personnel to perform the functions of supervision, accounting, record keeping and other activities as required to ensure the effective and efficient continuous operation of the facility at all times during the term of the contract. Failure of the Contractor's employees to report for work must be compensated by assignment of properly qualified replacements. The Contractor shall submit a list of trained "back-up" personnel, in order to provide advance clearance for security purposes. It is the Contractor's responsibility to:

- a. Provide necessary training to ensure that all employees of the Contractor are fully trained and competent to perform their duties. Including:
 - 1) Ensure that all Contractor's employees discharge their duties in a courteous and efficient manner with the highest standards of integrity and service to users of the parking facility.
 - 2) Ensure that its employees are trained in the safe, proper, and legal use of all materials, supplies and equipment, and in the proper use of all safety clothing, gear and equipment.
 - 3) Provide not less than two (2) hours of training to its employees, prior to assigning them to perform any work under this Contract, on the recognition and prevention of sexual harassment and other forms of discrimination in the workplace.
 - 4) Provide and coordinate with the Director of Facilities Management or his designee, a schedule for the training and orientation of all employees who will be deployed to perform services at the commencement of services under this Contract. The Contractor shall ensure that the full time manager is available on a daily basis for orientation, the coordination of scheduling, and the commencement of training not later than one (1) week subsequent to the execution of this Contract; that all supervisors are available on a daily basis thereafter for orientation, the coordination of scheduling, and the commencement of training no later than one (1) week prior to the Contractor operating the Facility, and that cashiers are available, in such shifts as the Contractor shall schedule, commencing basic orientation and training as specified herein, no later than one (1) week prior to the Contractor operating the Facility. Basic orientation and training for supervisors, and cashiers shall consist of twelve hours of training in the following areas: Emergency procedures at the Facility layout; operation of the parking access and revenue control system and safety system; safety instruction; deposit procedures, cashiering procedures (for cashiers); maintenance responsibilities and procedures (for supervisors); communications procedures; reporting structure; customer service relations, including assistance to persons with disabilities; neighborhood geography.
- b. Provide County-approved uniforms and nametags, which are to be worn by all non-management on-site personnel.
- c. Provide photo identification that must be worn by all on-site employees with a copy of photos forwarded to the Director of Facilities Management or designee.
- d. Provide a complete employee roster to the Director of Facilities Management or designee, and revised as personnel turn-over occurs.

SPECIFICATIONS

7. PERSONNEL (CON'T.)

- e. Provide daily staffing charts to the Director of Facilities Management or his designee on a monthly basis.
- f. Not employ or keep in its employ any person who has been convicted in a court of competent jurisdiction of theft or illegally misappropriating funds.
- g. Control the actions of its employees and discharge and/or prosecute any employee whose conduct the Contractor or the County find detrimental to the interest of the County.
- h. The County retains the final right to approve the hiring of or the retention of any of Contractor's employees in any County facility.
- i. Abide by all Federal, State and local regulations concerning employment.

8. OFFICE FACILITIES

The Contractor shall maintain a local office separate from the Facility for a General Manager and staff required to perform necessary office work including billing, purchasing, correspondence, reporting, accounting and other similar services as required.

9. PARKING FACILITY STAFFING

The Contractor will be responsible for maintaining adequate on-site staffing of the parking facility as follows:

- a. Full-time Manager - who shall be responsible for:
 - 1) The full-time Manager shall serve as the daytime supervisor and have the authority on behalf of the Contractor to manage operations, training, and scheduling, of the Contractor's personnel at the Facility, and shall oversee the recruitment and interviewing of new personnel to be assigned to the performance of duties under this Contract. The Manager shall be responsible for development and implementing written operations procedures which ensure the highest standards of service and maintenance required by this Contract; maintaining the quality of the Contractor's services; formulating creative customer service; reviewing and acting on parking patron complaints; reviewing and acting on issues of fiscal integrity, including but not limited to reviewing cashier reports, preparing supervisory reports, and reviewing exception transactions; responding to concerns of the County in the proper execution of Contract responsibilities; and related follow-up with potential fiscal irregularities, parking patron concerns and County personnel requirements.
 - 2) The Manager shall be available to meet weekly, or more frequently as needed, with the Director of Facilities Management or other designee regarding any matters relating to the performance of parking management services under this Contract, including the Manager's recommendations regarding hours of operation and staffing levels. The Manager shall be available for call via a paging device for any emergency response or as deemed necessary by Cook County or Contractor's staff.

SPECIFICATIONS**9. PARKING FACILITY STAFFING (CON'T.)**

- 3) The Manager shall ensure that all funds collected are properly accounted for, kept safely, and deposited to the account of the County in accordance with the deposit procedures specified herein.
- 4) The Manager shall ensure, and certify in writing, that all employees are properly trained and are updated on a frequent and regular basis on procedures, including emergency procedures. The Manager shall ensure that all employees are in proper uniform and performing their responsibilities in compliance with these Specifications and the Contractor Agreement.
- 5) The Manager shall review daily reports of operations and exception transactions; ensure invoices and backup documentation are properly and timely completed; inspect the Facility on a daily basis; cooperate with the County in conducting scheduled or unscheduled inspections and audits as the County may from time to time require; promptly correct any and all deficiencies in the Contractor's services; and report any problems to the Director of Facilities Management or other designee of the County.
- 6) The Manager shall cooperate with and follow the directions of the Director of Facilities Management or designee in all matters related to the security of the Facility, and shall schedule photo sessions for each new employee (and from time to time for all employees, if so directed by the County), for the issuance of new or replacement identification badges. The Manager shall ensure that the Contractor's employees cooperate with the security contractor in all matters related to the security of the Facility.
- 7) The Manager shall ensure all employees of the Contractor comply with rules, regulations, and procedures of Cook County, and shall take prompt and effective corrective action in the event of violations by any employee.

- b. ***Customer Service Representative (CSR) – The Contractor will provide a CSR for sixty (60) hours per week to perform the following duties. The Contractor is encouraged to add to customer service with pre-approval from the Director of Facilities Management or designee.***

The customer service representative will:

- 1) be well-groomed and present a neat and clean appearance in the appropriate uniform while on duty;
- 2) always be courteous and attentive when dealing with parking patrons or other members of the general public;
- 3) be tactful and capable of responding to parking patron's concerns;
- 4) possess emotional and mental stability
- 5) ***assist parking customers free of charge with battery starts and inflating of tires.***

SPECIFICATIONS**9. PARKING FACILITY STAFFING (CON'T.)**

- ~~5-6)~~** be able to read, write, comprehend and speak English with sufficient fluency to interpret instructions, converse with parking patron, write cashier reports, operate a cashier terminal, have sufficient mathematical skills to manually process revenue transactions (in the event of failure of the revenue control system to perform such), and be capable of providing clear coherent assistance to parking patrons and general public;
- ~~6-7)~~** acquire a thorough knowledge of Juvenile Center Parking Facility's operations and procedures;
- ~~7-8)~~** routinely cooperate with and follow Contractor's cashiering practices and procedures;
- ~~8-9)~~** assist/perform duties as assigned by Site Manager

10. STANDARD OPERATING PROCEDURES MANUAL

The Contractor shall prepare and maintain an up-to-date comprehensive operations and procedures manual reflecting the standards of performance as agreed to between the operator and the County. The Contractor shall submit three (3) copies of the manual to the County.

- a. The Manual shall include, at a minimum, details of operations as follows:
 - 1) General operating and management policies.
 - 2) Procedures for each control, accounting, auditing and report processing.
 - 3) Revenue handling and processing.
 - 4) Employee hiring, training, and performance standards.
 - 5) Staff schedules, position description and duties.
 - 6) Customer service and emergency procedures.
 - 7) Contractor's home office support.
 - 8) Any other item as deemed necessary and approved by either the Contractor or County.

SPECIFICATIONS**10. STANDARD OPERATING PROCEDURES MANUAL (CON'T.)**

- b. The Manual shall provide basic guidance on policies, practices and procedures covering all aspects of facility management and operation. This section of the Manual will provide all information needed or desirable for employee education, duties and responsibilities, including at a minimum:
- 1) Company creed (goals and objectives)
 - 2) General company policy
 - 3) Organization
 - 4) Accidents
 - 5) Emergencies
 - 6) Security
 - 7) Administration
 - 8) Termination
 - 9) Personnel policies and procedures
 - 10) Parking Control Equipment Operations and Maintenance
 - 11) Completion of Cashier/Manager Reports
 - 12) Customer Service
- c. The County shall review the Manual and may direct changes that reflect the responsibilities and obligations of the Contractor. At the time the Manual is accepted by County, the provisions of the Manual shall then be considered as obligations and responsibilities.

11. CONTINGENCY PLANNING

Each Bidder shall be prepared to provide a Contingency Plan for providing service in the event of strikes by Contractor's employees, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the parking facility. After the Bid Opening, the County will request the Contingency Plan from those bids being considered for award. The Bidder will have three days to provide said plan.

12. UNIFORMS

The Contractor shall submit a detailed description of the uniforms proposed to be worn on-site personnel. All uniform costs for employees shall be borne by the Contractor. The County of Cook reserves the right to approve or reject the color of uniforms proposed for personnel.

SPECIFICATIONS**13. MAINTENANCE OF EQUIPMENT AND MAINTENANCE AGREEMENTS**

The Contractor shall be responsible for all maintenance of all equipment on site and within the parking facility, including but not limited to all revenue equipment, electrical devices, all traffic control equipment, all overhead doors with the exception of the lower level red door, all motors, all security equipment, all cameras, duress intercom, all fire protection equipment, and all fire extinguishers. It will be the Contractor's responsibility for any maintenance agreements necessary for the period of the Contractor's contract. It will be the Contractor's responsibility to supervise and coordinate all of the existing and new maintenance agreements.

14. SUPPLIES

The Contractor shall provide all supplies used in the performance of this agreement, including, without limitation, the following:

- a) Tickets and access cards for the revenue control system, as approved by the County.
- b) Washroom sundries including paper towels, toilet paper, soap, etc. in the contractor's area
- c) Parking gate arms
- d) Miscellaneous office supplies for parking operations and submittal forms
- e) Cleaning supplies in conformance with all applicable regulations and requirements for the protection of the environment, and the health and safety of employees and the public. The Contractor shall provide the County evidence of compliance with OSHA.

15. COMMENCEMENT OF CONTRACT

Contractor shall assume full operations on the date stipulated in the award of contract. Immediately upon award of contract, the Contractor shall name a Manager who shall have responsibility for all activities. Within ten (10) days of award of contract, the Contractor shall submit an operation plan to the County for approval. The plan shall include but not be limited to details and schedule for hiring and staffing and a schedule for implementation of revenue control and coordination. The County may request any additional information the County determines is necessary to assure smooth operation of the Facility.

16. WARRANTY

The Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable warranties the Contractor gives to any customers for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

SPECIFICATIONS**17. TRANSITION AND CONTINUITY OF SERVICE ON EXPIRATION OF CONTRACT**

Continuity of Service is critical to Cook County. This Contract shall terminate on the date of commencement of successor's contract. The successful Contractor must recognize this fact and upon expiration of contract agree to:

- a. Furnish phase-in training to a new vendor.
- b. Exercise best efforts and cooperation for an orderly and efficient transition to a new vendor
- c. Negotiate in good faith a plan with the successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to the County's approval. The current Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency and leave as many personnel as practicable to remain on the job to help successor maintain the continuity and consistency of the service required by the contract.

Contractor shall be presumed to be the owner of all supplies, used for this contract. Contractor shall be free to negotiate with the successor Contractor as to any terms and conditions for sale or transfer of ownership.

18. ANNUAL BUDGETS

~~The Management Agreement will require the bidder to provide operating budgets for each year during the management term. Each budget will reflect the bidder's estimate of the gross revenues that the bidder expects to receive, and the total amount of operating expenses (on a line item by line item basis) that the bidder expects to incur, during the forthcoming year.~~

~~The budgets should assume that the Parking Rates currently in place at the Facility (schedule enclosed) will be retained. If the bidder recommends any change in the rate structure, those recommendations should be stated in the proposal but should not be assumed in the bidder's proposed annual budget. The bidder may, if it so chooses, include an additional annual budget that reflects the bidder's proposed rate changes but which in all other respects is identical to the bidder's primary budget. Budgets should contain the following line items of expense, all of which will constitute permitted Operating Expenses:~~

- ~~Salaries & Wages~~
- ~~Payroll Taxes~~
- ~~Health, Pension and Welfare~~
- ~~Uniforms~~
- ~~Repairs and Maintenance~~
- ~~Supplies~~
- ~~Auto Damages~~
- ~~Insurance and Deductibles~~
- ~~Data Processing & Accounts Receivable~~
- ~~Printing~~
- ~~Licenses and Permits~~
- ~~Telephone~~
- ~~General Expenses~~
- ~~Patron Amenities~~

SPECIFICATIONS**19.18 FINANCIAL STABILITY**

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

ITEM NO. 1 PARKING GARAGE MANAGEMENT FEE

The monthly management fee is to provide for profit and all expenses in operating these facilities (for items not specifically provided by the County) and includes:

- a. Salary, wages, fringe benefits, taxes, pager, uniforms, name badges, and picture identification for on-site manager, customer service representative and security personnel.
- b. Office equipment and equipment maintenance, furnishings, supplies, including stationery, and report forms not generated by the parking control system.
- c. Maintenance of, or maintenance contracts for all equipment, including revenue control, and security equipment.
- d. Installation fee, service and monthly maintenance charges for all telephone service.
- e. Annual audit of the financial statements of Cook County Juvenile Center Garage and accompanying "Statement of Parking collections and Remittances to Cook County."
- f. *Any other cost associated with the performance of the following contractor responsibilities- contract not listed above.***



impark

Imperial Parking Corporation

KEY SUMMARY FINANCIAL DATA & HIGHLIGHTS

1. Impark has been in business for nearly 50 years and is one of the four largest parking operators in North America.
2. Impark currently operates approximately 2,000 parking facilities comprising over 400,000 spaces in the U.S. and Canada.
3. From 2000 to 2004, Impark was publicly traded on the American Stock Exchange (AMEX:IPK).
4. In May 2004, Impark was acquired by a group of investors led by The Gates Group of Cleveland, Ohio and became a private company.
5. In 2006, the Company was recapitalized with \$55 million of equity and \$51.5 million of revolving and long-term credit facilities. The Royal Bank of Canada provided the credit facilities.
6. The main equity investors of the recapitalization was a group led by Babcock & Brown Limited, headquartered in Sydney, Australia and operating from offices worldwide.
7. Investors led by The Gates Group continued their equity investment in the Company.
8. The financial information presented for 2006 through 2010 reflects the revaluation of the Company arising from this investment. Through this comprehensive revaluation, the assets and liabilities of the Company have been re-measured to their fair market value as determined by this recapitalization.
9. The Company has a \$25 million revolving credit facility for capital expenditures and working capital and a \$10 million credit facility for acquisitions.
10. The Company invested over \$13 million over 4 years to enhance its back-office infrastructure and its operations efficiency.

Fiscal 2006 through 2010 have been record years for the Company where it has achieved its highest revenue, operating profit and earnings before interest, taxes, depreciation and amortization ("EBITDA").

KPMG has been the Company's auditors since 1992.

HSBC has been the Company's primary operating bank for over 20 years.

CONFIDENTIALITY

Included here is the condensed consolidated balance sheet of Imperial Parking Corporation. Impark is a private corporation and accordingly can only present summary information of its financial position and results.

Please note that these financial Statements are 'Confidential' and are to be used for this purpose only and are not to be disclosed to any third party.

IMPERIAL PARKING CORPORATION
Condensed Consolidated Balance Sheet
(Unaudited - expressed in thousands of U.S.Dollars)
For the Years Ended December 31



	2010	2009	2008	2007	2006
ASSETS					
Current Assets					
Cash and cash equivalents	\$ 10,749	\$ 10,112	\$ 6,356	\$ 11,223	\$ 9,457
Other current assets	21,704	20,144	15,695	16,354	13,688
	32,453	30,256	22,051	27,577	23,145
Fixed assets	10,244	11,279	9,833	11,068	8,916
Management contracts, leases & agreements	72,663	74,569	71,084	93,187	87,736
Other assets	9,747	8,310	5,381	6,696	6,704
Goodwill	52,578	50,405	44,112	53,007	45,243
	145,232	144,563	130,410	163,958	148,599
	\$ 177,685	\$ 174,819	\$ 152,461	\$ 191,535	\$ 171,744
LIABILITIES AND STOCKHOLDERS' EQUITY					
Current Liabilities					
Management accounts payable	\$22,535	\$18,958	\$15,343	\$17,347	\$12,052
Other current liabilities	37,321	26,378	22,681	27,541	26,237
Deferred revenue	4,306	4,020	3,657	4,547	4,077
	64,162	49,356	41,681	49,435	42,366
Long Term Debt	33,648	47,499	42,016	54,188	48,776
Other Long Term Liabilities	4,127	5,366	5,684	7,288	6,642
Deferred income taxes	15,336	16,142	14,828	21,183	21,215
	117,273	118,363	104,209	82,659	76,633
STOCKHOLDERS' EQUITY	60,412	56,456	48,252	59,441	52,745
	\$ 177,685	\$ 174,819	\$ 152,461	\$ 191,535	\$ 171,744

IMPERIAL PARKING CORPORATION
Condensed Consolidated Statement of Operating Income
(Unaudited - expressed in thousands of U.S.Dollars)



For the Years Ended December 31

	2010	2009	2008	2007	2006
REVENUE	\$ 252,965	\$ 232,223	\$ 234,577	\$ 229,889	\$ 208,710
EXPENSES					
Direct costs	211,059	189,854	190,604	185,973	170,398
GROSS MARGIN	41,906	42,369	43,973	43,916	38,312
Share of LLC Income	637	398	508	432	959
CONTRIBUTIONS FROM OPERATIONS	42,543	42,767	44,481	44,348	39,271
General & administrative expenses	24,557	23,871	27,954	27,437	25,046
EBITDA	\$ 17,986	\$ 18,896	\$ 16,527	\$ 16,911	\$ 14,225

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 11-53-164, for PARKING MANAGEMENT SERVICES AT JUVENILE DETENTION CENTER for COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	MONTH	36	FEE, PARKING GARAGE MANAGEMENT FOR JUVENILE DETENTION CENTER, AS PER SPECIFICATIONS HEREIN.
			\$ 56,243.17 /MO.
			\$ 2,024,754.00 /TOTAL

GRAND TOTAL: \$ 2,024,754.00

DELIVERY DATE: 10 Days
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. <u>1</u>	Date: <u>November 3, 2011</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

PROPOSAL

INFORMATIONAL

Please provide what the incremental monthly charge would be to have armed security versus unarmed security?

The incremental charge would be \$3,640.00 per month to have armed security versus unarmed security.

Payment Discounts

1.	What payment terms would your company propose for this program?	Net 30	
2.	Is there a prompt payment discount that your company would be willing to offer? If so, please provide details Imperial Parking (U.S.) would offer a 1% discount if invoices were paid within 20 days upon receipt.	EARLY PAYMENT	% DISCOUNT
		NET 30	
		NET 20	1% Discount
		OTHER	

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: NOVEMBER 3, 2011

PARKING MANAGEMENT SERVICES AT JUVENILE TEMPORARY DETENTION CENTER
FOR
COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

CONTRACT NO. 11-53-164

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 11-53-135 - Addendum No. 1
Page Two

E. Specifications Page S-2

Change From: Remove Specifications Page S-2

Change To: Insert Attached Specifications Page S-2A

Specifications Pages S-7 and S-8

Change From: Remove Specifications Pages S-7 and S-8

Change To: Insert Attached Specifications Pages S-7A and S-8A

Specifications Pages S-10 through S-12

Change From: Remove Specifications Pages S-10 through S-12

Change To: Insert Attached Specifications Pages S-10A through S-12A

F. Surety Statement

The attached Surety Statement for Bonding is to be completed and submitted with the Bid Proposal, indicating the Surety Company that will be providing the Performance and Payment Bond if your company is awarded the bid. The Surety Company must have a rating of A, VII or better, as defined by the Best Key Rating Guide.

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

Question 1: On page S-1 under parking management services required of the contractor, the bid discusses purchasing of revenue control equipment and supplies, what revenue control equipment does the county wish the parking operator to purchase?

Answer: The Contractor will be responsible for purchasing any equipment/supplies necessary to keep the revenue control equipment operational during the contract period.

Question 2: Could you define housekeeping services and whether the contractor is to provide housekeeping services for the entire garage or just the parking office at the front of the garage?

Answer: Housekeeping services will be for the parking office only.

Contract Document Number 11-53-135 - Addendum No. 1
Page Three

Question 3: To confirm, the operator has no responsibilities in the following areas in the operation of the parking facilities at the Juvenile Detention Center:
Snow removal, cleaning/janitorial functions beyond the garage office, maintenance of physical plant outside of revenue control equipment and parking garage office, landscaping, or elevator maintenance

Answer: That is correct. Contractor will not be responsible for these services.

Question 4: Is the parking contractor responsible for maintenance on the red garage door located in the basement of the parking garage?

Answer: Contractor is not responsible for maintenance of the red garage door.

Question 5: Prior to the award of the new contract, will there be an inspection conducted by the county as to the status of the current equipment that operator is expected to maintain during the contract? If some of the equipment is not functioning at time of new contract, will the county take appropriate steps to repair/replace that equipment or would the county offer credit to the contractor for the repair of a pre-existing damage?

Answer: The County will do an inspection of the current equipment, and the current Contractor will be responsible for repairing any equipment that is not working.

Question 6: Is the parking contractor responsible for maintenance on the Tenant 6500 sweeper in the garage? Is the parking contractor required to operate the sweeper?

Answer: Contractor will not be responsible for maintenance of the sweeper, nor will the Contractor be responsible for operating the sweeper.

Question 7: In the revised scope of operations for this contract, the county has eliminated janitorial and landscaping services required for this project. As this is a traditional source for fulfilling the MBE/WBE requirements on parking management contracts and with these services eliminated, most of the remaining labor to perform this contract outside of security would be the parking operator's main staff which is usually not MBE/WBE certified labor. Would the county consider a waiver of the MBE/WBE requirements if the operator has only a 35% participation of a certified MBE firm?

Answer: The contract requires a total of 35% M/WBE participation. Bidders are encouraged to call the Office of Contract Compliance at 312 603-5502 for assistance in meeting this requirement.

Contract Document Number 11-53-135 - Addendum No. 1

Page Four

Question 8: On page SC-11 section 18, in regards to submission of an operating budget, this is a fixed fee contract and as such the operator's budget would consist of a one line description of an operating fee. For this type of contract, our line item expenses are proprietary information and not something we would normally share. Should the county be interested in a pass through management deal, where the county was responsible for expenses and the operator would be given a small management fee, we would be pleased to provide a detailed budget, but without such a management agreement, we would not supply detailed expense budget. Will the county require such budgets from the operator to be considered a responsive bidder?

Answer: **This paragraph has been removed from the bid documents. See page S-11A attached to this addendum.**

Question 9: In the Economic Disclosure Statement and Execution Documents section of the RFP on pages EDS 6 & 7 the Required Disclosures (Section 5), all respondents are required to sign off on certain disclosures but there is no signature section on the form?

Answer: **Pages EDS-6 and EDS-7 do not have to be signed, as the execution of the signature pages would cover acknowledgement of these pages.**

Question 10: For the security personnel making their hourly rounds in the facility, does Cook County own a Detex system or wandng stations that the security guard can check in throughout the garage?

Answer: **No, the system belongs to the current security company and would be the responsibility of the Contractor.**

Question 11: In terms of electrical maintenance requirements, could you describe the scope of electrical services required? Is the operator required to change the light bulbs and ballasts for the interior lights in the garage? Are we responsible for the lights and ballasts in the stairways and elevator lobby? If there are pre-existing leaks in the structure that are causing failure in the conduit, ballasts, and/or light bulbs, would the county offer credit for the repair of a pre-existing damage by the contractor?

Answer: **The contractor will not be responsible for any of these items.**

Question 12: On page S-10, Section 13 - Maintenance of Equipment, could the County specify all equipment that the operator shall be expected to maintain?

Answer: **Contractor will be responsible for all revenue equipment, all traffic control equipment, all overhead doors with the exception of the lower level red garage door, all motors, all security equipment, all cameras, the duress intercom, all fire protection equipment and all fire extinguishers located within the parking garage.**

Contract Document Number 11-53-135 - Addendum No. 1
Page Five

Question 13: Can the bidders be provided with historical revenues in the garage operation at the Juvenile Detention Center? Can we be provided with the number of patrons parking in the garage on a monthly basis at the \$25.00 and \$35.00 rates?

Answer: On average, there are approximately 25,000 transient parkers per month. There are 1,500 monthly parkers at \$25.00 per month and 3 at \$35.00 per month. The transient parkers pay \$2.00 per transaction.

Question 14: Please outline any minimum staffing requirements for the direct, on-site personnel.

Answer: Outlined on Page S-2A, Section 3, Security and Pages S-6 and S-7A, Section 9, Parking Facilities Staffing.

Question 15: Please clarify the separation of responsibilities for Operator repairs and maintenance versus the County's responsibility. Specifically, Paragraph 13 on Page S-10.

Answer: Contractor responsibilities are defined above in Question No. 12.

Question 16: Please provide a listing of all current garage equipment including quantity, type and model for all equipment that the Operator will be required to maintain.

Answer: Quantities and models for all equipment is not currently available. Vendor is responsible for only the equipment listed in Section 13 on Page S-10A of this addendum.

Question 17: Please clarify the requirement that budgets be provided outlining all operator costs for each year once the contract is awarded as several of the line items are proprietary in nature.

Answer: The Annual Budget Section No. 18 on page S-11A has been removed from this bid document, and is included in this addendum.

Question 18: Please confirm that on the overnight shift, the security guard coverage is sufficient without any Operator direct, on-site employee coverage.

Answer: Yes, as long as the security on-site is fully trained on the Contractor's Operating Procedures Manual.

Contract Document Number 11-53-135 - Addendum No. 1

Page Six

Question 19: It appears in the insurance requirements section in the Special Conditions that county wishes all insurance deductibles on claims be paid by the contractor. However on page S-11, under the annual budget section, insurance and deductibles are listed as an operating expense and therefore would be paid by the county. Please clarify who would be responsible for paying deductibles on insurance claims on this contract? If the deductibles are the expense of the operator, can we be provided any claims history on the parking facilities?

Answer: All insurance deductibles are to be paid by the Contractor.

Question 20: Does the County require a unionized labor force for this contract?

Answer: The County does not require the Contractor to use union employees, however, the Contractor is required to pay all Prevailing, BOMA and Living Wage Rates where applicable.

Question 21: Can the County provide the 2010/2011 Budget of Revenues and Expenses for the Parking Operation that is required to be provided to the County by the current operator?

Answer: The Annual Budget Section No. 18 on page S-11A has been removed from this bid document, and is included in this addendum.

Question 22: Can you provide a copy of the current vendor contract for these services?

Answer: A Freedom of Information form must be completed and e-mailed to maureen.walsh@cookcountyil.gov in order to receive this information. The Freedom of Information Form is attached to this addendum, and the current Contract Number is 08-53-279.

Question 23: Please clarify your performance bond requirements on page SC-3. Is it accurate to interpret this as requiring the bond to be 33.3% of the actual bid amount?

Answer: The Performance and Payment Bond will be for one third of the total dollar amount of the contract. For each successive year of the contract, the bond will be renewed at one third of the total dollar amount for year two, and again for year three.

Question 24: Is a bid deposit is required?

Answer: A bid deposit is not required for this bid.

Question 25: What is the County's current requirement for drug testing and criminal background checks?

Answer: The County currently does not have a policy in place, but we reserve the right to implement one.

Contract Document Number 11-53-135 - Addendum No. 1
Page Seven

Question 26: Please provide current info on service contracts, service history and age of all equipment that is under the expectation of this requirement.

Answer: This information is not readily available.

Question 27: Please provide a current staffing schedule in use by the current operator.

Answer: In that the specifications have changed for this bid, the current staffing level is not applicable.

Question 28: Please indicate whether a Standard Operating Procedures manual is required with Operator's bid submission or after contract award.

Answer: The Standard Operating Procedure manual will be required from the recommended vendor, prior to award.

Question 29: Define miscellaneous supplies on page S-10, Section 14, Section D.

Answer: Miscellaneous supplies are defined as office supplies required to provide the parking management services.

Question 30: Please more clearly explain the Parking Garage Management fee on page S-12.

Answer: The Parking Management Fee will be the maximum dollar amount the vendor will charge the county to provide the services specified in the contract.

Question 31: Please provide most current recent annual budget and actuals submitted by your current Operator.

Answer: The County does not have the annual budget and actuals submitted by the current Contractor. This section has also been removed from the current bid document.

Question 32: Please clarify Subparagraph F on page S-12. It reads "Any other cost associated with the performance of the following contractor responsibilities" but no responsibilities follow.

Answer: See Page S-12A attached to this addendum.

Contract Document Number 11-53-135 - Addendum No. 1
Page Eight

Question 33: Please indicate whether our understanding of the pricing format is correct - i.e. the County expects the Operator to bid a fixed, monthly expense cost which cannot be exceeded and is exceeded at Operator's risk and cost. This is not a reimbursable, cost plus contract?

Answer: That is correct.

Question 34: As mentioned on GC-4, paragraph one states that 25% MBE fulfillment is required, and 10% WBE fulfillment is required. However, it was mentioned in the meeting that an overall 35% is required, and there will not be a required amount of MBE versus WBE participation. Please confirm the MBE/WBE requirement.

Answer: The requirement for this bid is any combination of MBE/WBE participation totaling 35% of the contract.

Question 35: Are the security officers union or non union? If union we would need the seniority dates.

Answer: The security force is subcontracted in this bid. The Contractor is under no obligation to assume employees or current subcontract terms.

Question 36: Is it possible to receive a master work schedule for the security officers?

Answer: See Page S-2, Section 3

Question 37: The total hours per week is 336 hours per week for two security officers assigned per shift 24/7. Is this correct?

Answer: Yes.

Question 38: What is the current Health and Welfare benefit package that the security officers and supervisors currently receive?

Answer: The County cannot answer this question.

Question 39: Current pay wages of the security officers and supervisors. Are the Supervisors union/non union/hourly of salary?

Answer: The County cannot answer this question.

Question 40: Is there any training required prior to a security officer being assigned to the work site? Is there any number of yearly refresher training hours per week? Are there any special certifications required from Cook County?

Answer: Security must be a reputable professional patrol agency licensed in the State of Illinois as a Watchguard Patrol or as Private Investigator.

Question 41: Are there any requirements for the uniforms the security should wear?

Answer: Contractor shall provide, at its own expense, uniforms for all security personnel. County shall approve the style and color of uniforms. Security uniforms shall be worn by all members of the security force at all times while engaged in the performance of this Contract. All uniforms shall be professional in appearance and shall be free of patches, holes or stains. At a minimum, a security officer's uniform shall include standard issued military style uniforms with winter gear, orange safety vest with easily identifiable security patches.

Question 42: Is the Contractor required to provide a Detex or similar system?

Answer: Yes. See page S-2A of this addendum

Question 43: Is the Contractor responsible for providing security officers with portable two-way radio units and flashlights?

Answer: Yes. See page S-2A of this addendum

Question 44: Would the operator be required to hire the existing security staff if they meet our hiring standards?

Answer: No. Contractor would not be required to hire the existing security staff.

Question 45: Please provide the current on-site staff's union seniority list with wage rates as these employees would be absorbed by a new operator should the contract be awarded to a new operator.

Answer: Here is a list of the current Contractor employee positions.

Position	Status	Hourly Rate	Union Seniority
Manager	Full Time	\$25.15	10/05/1995
Customer Service Rep.	Part Time	\$19.52	05/05/2010
Customer Service Rep.	Full Time	\$16.40	10/05/2000

G. Pre-Bid Conference attendee sign-in attached.


ORIGINATED BY:
KEVIN CASEY
SPECIFICATIONS ENGINEER


MARIA de LOURDES COSS
PURCHASING AGENT
OF COOK COUNTY

EXHIBIT**Exhibit A
Security Requirements****Minimum Qualification of Personnel**

Security Personnel shall be certified and at least 18 years of age, possess a high school diploma or equivalent, and physically be able to perform the duties of the position. The County reserves the right to request a background police record check for any or all guards assigned to the garage. Certification of personnel should be as provided by the 20 Hour Basic Security Officer Course, as mandated by the 1983 Private Detective, Alarm and Security Contractor Act.

Training

Before assignment to the garage, Security personnel shall have received training in, and shall sign a certified checklist, provided by the security firm, that they have completed the introductory training containing the following: first aid, report writing, fire safety, use of fire extinguishers, accident investigation (both personal injury and motor vehicle), basic knowledge of citizen's arrest procedure, and basic understanding of when the City of Chicago Police should be called for assistance.

The Contractor and the professional security patrol agency must provide adequate on-the-job-training to assure the Security personnel's knowledge of and compliance with the regulations and responsibility set forth in the Operating Agreement. This should be done for each new officer assigned to the facility.

This training shall familiarize the Security Officers with the various garage systems in the garage, including: CCTV, audio surveillance systems, lighting, fire and sound alarm, elevators, parking gates, public restrooms, facility keys, other garage personnel, and special procedures.

Regulations

1. At the cost of the Contractor or Contractor's Agent, all security personnel shall be equipped with portable two-way radio units. Spare batteries, battery charger for the two-way radios and a flashlight shall be available for security personnel use.
2. Watchclock tours shall be conducted on one (1) hour intervals. Failure on the part of security personnel to check in at each station during each tour shall be cause for disciplinary action.
3. All security systems shall be monitored at all times.
4. Supervision of security personnel is the responsibility of the garage supervisor or any other person under the Contractor's control so assigned by the Contractor.
5. Uniforms shall all be the same design. Uniforms shall be clearly labeled as parking facility security and must be maintained so as to present a neat appearance. Orange safety vests or belts must be worn by security personnel while on tour.
6. The manager will be responsible for correcting, within twenty-four (24) hours or the next business day, any repairs necessary to the security systems including the CCTV and the radio surveillance systems.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the 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, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

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

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

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

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

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

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

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

LETTER OF INTENT (SECTION 2)

MWBE Firm: Digby's Detective & Security Agency, Inc.

Contract #: 11-53-164

Address: 2630 S. Wabash Ave.

City/State/ Zip: Chicago, IL 60616

Contact Person: Joseph Lee

Phone: 312-326-1100 Fax: 312-326-4991

Certification Expiration Date: 8/01/2015

Race/Gender: Black

Email: jlee@digbysecurity.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation.

Proposed Subcontractor: _____

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

Unarmed security guard services at the Juvenile Detention Center as described in RFP# 11-53-164

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

\$853,332.48 (42.14 %) Payment terms are net 30 upon receipt of invoice.

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

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

Signature (MWBE)
Joseph Lee

Signature (Prime Bidder/Proposer)
Erik Uhlig

Print Name
Digby's Detective & Security

Print Name
Imperial Parking (u.S.) LLC

Firm Name
Agency, Inc.

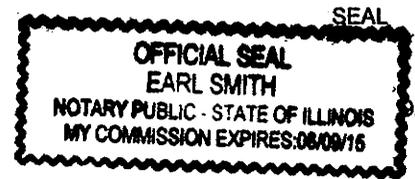
Firm Name
11/9/11

Date
November 9, 2011

Date

Subscribed and sworn before me this 9th day of November, 2011.

Notary Public Earl Smith





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2011

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

Annual Certificate Expires: August 1, 2015

Dear Christine Digby:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Karen Patterson

Deputy Director of Supplier Diversity

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

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		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

February 7, 2011

Ms. Christine Digby, President
Digby's Detective & Security Agency, Inc.
2630 South Wabash Avenue
Chicago, Illinois 60616

Annual Certification Expires: February 7, 2012

Dear Ms. Digby:

We are pleased to inform you that Digby's Detective & Security Agency, Inc., has been certified as a MBE(6) by Cook County Government. This MBE(6) Certification is valid until February 7, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by February 7, 2012.

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

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

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

**Private Security & Alarm Contractor; Armed and Unarmed Security Guards;
Security Consulting and Investigations**

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

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

Sincerely,

LaVerne Hall
Director
LH/gb



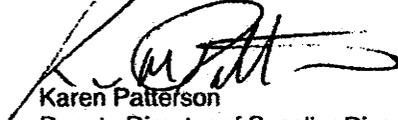
Printed on Recycled Paper

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

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

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

Sincerely,



Karen Patterson
Deputy Director of Supplier Diversity

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, Imperial Parking (U.S.), LLC
as principal, Westchester Fire Insurance Company
_____ as surety, are

held and firmly bound unto The County of Cook in the penal sum of
Seven Hundred Thousand-----Dollars (\$700,000.00),
lawful money of the United States of America, for the payment of which sum of
money well and truly to be made, we bind ourselves, our respective heirs,
executors, administrators, successors and assigns, firmly, by these presents.

Signed sealed, and delivered this 29th day of December, 2011.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the
above bounden principal entered into a certain contract with The County of Cook,

Bearing date the 20th day of December, 2011, for Contract No. 11-53-164
Parking Management Services at the Juvenile Temporary Detention Center

It is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered in favor of any person not a party to said contract against The County of Cook in any suit arising out of said contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principal and to said surety, shall be conclusive against said principal and said surety as to both liability and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

Imperial Parking (U.S.), LLC
PRINCIPAL/CONTRACTOR

By: Alta Coping
PRESIDENT

SEAL
[Signature]
SECRETARY

Westchester Fire Insurance Company
SURETY

By: Robert Phillips
SURETY/ATTORNEY-IN-FACT
(ATTACH POWER OF ATTORNEY)

SEAL
03368 10030
AMB# NAIC#

Approved as to form
By: [Signature]
ASSISTANT STATE'S ATTORNEY

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2012 JAN 11 PM 2:36
BOMMEPPING

Acknowledgment by Surety

City of Vancouver
Province of British Columbia

On December 29, 2011, before me personally appeared Paula Phillips, Attorney-in- fact personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

Signature  (Seal)

My Commission expires does not expire

JENNIFER CHEW
Barrister & Solicitor
1800-1095 West Pender Street
Vancouver, B.C. V6E 2M6
604-669-5500

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in any such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile of such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Darlene Stevenson, Laurie Landy, Paula Phillips, Susan Kowan, all of the City of VANCOUVER, British Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of April 2011.

WESTCHESTER FIRE INSURANCE COMPANY

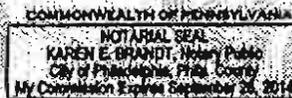


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 12 day of April, AD 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 29TH day of December, 2011



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 12, 2013.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/28/2011

PRODUCER
WILLIS CANADA INC.
1500 - 1095 WEST PENDER STREET
VANCOUVER, BC V6E 2M6
TEL: 604-683-6831

Serial # 104654

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
OTPP PARKING (U.S.), INC. AND/OR
IMPERIAL PARKING (U.S.), LLC ET AL
C/O 601 W. CORDOVA STREET, SUITE 300
VANCOUVER, BC V6B 1G1

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ZURICH AMERICAN INSURANCE COMPANY	
INSURER B: ZURICH INSURANCE COMPANY LTD.	
INSURER C: PHOENIX INSURANCE COMPANY	
INSURER D: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
INSURER E:	

COVERAGES

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CROSS LIABILITY CLAUSE INCLUDING SEVERABILITY OF INTEREST GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL08249937-00	03/01/2011	03/01/2012	EACH OCCURRENCE \$ 1,000,000 US DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 US GENERAL AGGREGATE \$ 100,000,000 US PRODUCTS - COMPIOP AGG \$ 1,000,000 US AGGREGATE PER LOCATION 2,000,000 US
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> US ONLY	TC2J-CAP-823K350-0-11-TIL TC2J-CAP-823K294-5-11-TIL	03/01/2011	03/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 US BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	546 5998 (FOLLOW FORM - EXCESS OF GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYER LIABILITY)	03/01/2011	03/01/2012	EACH OCCURRENCE \$ 2,000,000 US AGGREGATE \$ 2,000,000 US
C		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TC2N-UB-823K291-A-11 TRJ-UB-650G248-3-11	03/01/2011	03/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 US EL DISEASE - EA EMPLOYEE \$ 500,000 US EL DISEASE - POLICY LIMIT \$ 500,000 US
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: CITY 22, LOT NO. TBA PARKING MANAGEMENT SERVICES AT THE JUVENILE DETENTION CENTER FOR COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT, CONTRACT NO. 11-53-164

COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO ANY OTHER INSURANCE AVAILABLE TO THE COUNTY.

COOK COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS ARE ADDED AS ADDITIONAL INSURED(S), BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

WAIVER OF SUBROGATION SHALL BE PROVIDED TO COOK COUNTY, BOARD OF COMMISSIONERS AND EMPLOYEES OF THE COUNTY.

WAIVER OF SUBROGATION WITH RESPECT TO WORKER'S COMPENSATION SHALL BE PROVIDED IF PERMITTED BY STATE LAW.

CERTIFICATE HOLDER

COOK COUNTY OFFICE OF THE CHIEF
PROCUREMENT OFFICER
118 NORTH CLARK STREET, ROOM 1018
CHICAGO, ILLINOIS 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE WILLIS CANADA INC.
Paula Phillips ACCOUNT MANAGER

BOND # 020

SURETY'S STATEMENT
OF
QUALIFICATION FOR BONDING

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE,
THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS
CONTRACT.

The undersigned confirms that WESTCHESTER FIRE INSURANCE COMPANY
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the
bid/contract 11-53-164 to IMPERIAL PARKING (U.S.), LLC
(NUMBER) (BIDDER)

The penalty of this bond is to be \$700,000.00 ANNUALLY (\$2,100,000.00 over 3 years)
(TOTAL DOLLAR AMOUNT OF CONTRACT)


(SURETY COMPANY'S AUTHORIZED SIGNATURE)

LAURIE LANDY
(ATTORNEY-IN FACT)

03368 10030
AMB # NAIC #

SURETY
CORPORATE
SEAL

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Darlene Stevenson, Laurie Landy, Paula Phillips, Susan Kowan, all of the City of VANCOUVER, British Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of April 2011.

WESTCHESTER FIRE INSURANCE COMPANY

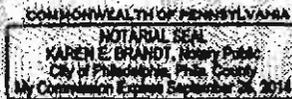


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 12 day of April, AD 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 8th day of November, 2011.



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 12, 2013.

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: X No: _____

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

 547 W. Jackson Boulevard Suite 900
 Chicago, IL 60661

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: X No: _____

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR:

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(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: Imperial Parking (U.S.), LLC D/B/A: Impark EIN NO: 41-1640707

Street Address: 510 Walnut Street, Suite 420

City: Philadelphia State: PA Zip Code: 19106

Phone No.: 604 681 7311

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
 Business Trust Estate Association Joint Venture
 Other (describe) Limited Liability Company

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
OTPP Parking (U.S.), Inc.	510 Walnut Street, Suite 420, Philadelphia, PA 19106	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes 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
OTPP Parking (U.S.), Inc.	510 Walnut Street, Suite 420, Philadelphia, PA 19106	100%	Parent of Applicant

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.

Allan C. Copping
Name of Authorized Applicant/Holder Representative (please print or type)
Allan Copping
Signature
acopping@impark.com
E-mail address

President and CEO
Title
NOVEMBER 8, 2011
Date
604 331 7215
Phone Number

Subscribed to and sworn before me this 8th day of Nov, 2011

My commission expires:

x *Catherine Crow*
Notary Public Signature
CATHERINE CROW
Notary Public
601 W. Cordova St. Suite 300
Vancouver, BC V6B 1G1
Tel. 604-331-7286
Commission Expires: N/A

Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TITDD

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/Listing/se_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: Allan C. Copping Title: President and CEO

Business Entity Name: Imperial Parking (U.S.), LLC Phone: 604 681 7311

Business Entity Address: 510 Walnut Street, Suite 420, Philadelphia, PA 19106

_____ 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.

Allan Copping NOVEMBER 8, 2011
Owner/Employee's Signature Date

Subscribe and sworn before me this 8th Day of November, 2011

a Notary Public in and for the Province of British Columbia County

Catherine Crow
(Signature)

NOTARY PUBLIC My Commission expires N/A
SEAL

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

CATHERINE CRAW
Notary Public
601 W. Cordova St. Suite 300
Vancouver, BC V6B 1G1
Tel. 604-331-7286
Commission Expires: N/A

Cook County Board of Ethics
69 West Washington Street,
Suite 3048
Chicago, Illinois 60682

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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 8)**

The Undersigned hereby certifies and warrants that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct, that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: Imperial Parking (U.S.), LLC

BUSINESS ADDRESS: 510 Walnut Street, Suite 420
Philadelphia, PA 19106

BUSINESS TELEPHONE: 604 681 7311 FAX NUMBER: 604 681 4098

CONTACT PERSON: Heather Miller, Paralegal

FEIN: 41-1640707 ILL CORPORATE FILE NUMBER: 5963-991-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Allan C. Copping VICE PRESIDENT: Douglas R. Grieve

SECRETARY: Nicola-Jane McNeill TREASURER: Bradley J. Yen

SIGNATURE OF PRESIDENT: *Allan Copping*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this:
30th day of November, 2011

x *Catherine Crow*
Notary Public Signature

My commission expires:
N/A
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.

CATHERINE CRAW
Notary Public
601 W. Cordova St. Suite 300
Vancouver, BC V6B 1G1
Tel. 604-331-7286
Commission Expires: N/A

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Presumable

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz

COOK COUNTY PURCHASING AGENT

Tahet Reubel

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF December, 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

11-53-164

OR

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

TOTAL AMOUNT OF CONTRACT: \$ \$ 2,024,754.12
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Julia Chumpe

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 19 2011

COM _____