

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NO: 1511-14587**

**FOR**

**RADAR UNITS AND LASER SPEED DETECTORS**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
SHERIFF'S OFFICE**

**AND**

**APPLIED CONCEPTS, INC.  
D/B/A STALKER RADAR  
(Based on State Of Illinois Contract No. 4017585)**

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**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUL 29 2015**

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Economic Disclosure Statement (Including MBE/WBE participation plan)

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**List of Exhibits**

- Exhibit 1 Price Proposal
  - Exhibit 2 State Of Illinois Contract No. 4017585
  - Exhibit 3 Cook County General Conditions
  - Exhibit 4 Evidence of Insurance
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**AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Applied Concepts, Inc., d/b/a Stalker Radar doing business as a corporation of the State of Texas hereinafter referred to as "Contractor".

**BACKGROUND**

**Whereas**, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

**Whereas**, the State Of Illinois solicited a formal Invitation to Bid process for Radar Units and Laser Speed Detectors, and the Contractor was identified as the qualified and best value provider for the services; and

**Whereas**, the State Of Illinois entered into a contract effective November 15, 2013 for the provision of supplies by the Contractor for the County relative to Radar Units and Laser Speed Detectors; and

**Whereas**, the County wishes to leverage the procurement efforts of the State Of Illinois; and

**Whereas**, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Applied Concepts, Inc., herein after the "Contractor"; and

**Whereas**, the County, through the Sheriff's Office, desires certain similar services of the Contractor; and

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**Whereas**, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

**Whereas**, the Contractor agrees to provide to the County Radar Units and Laser Speed Detectors, incorporated as Exhibit 1, Price Proposal; and

**Whereas**, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State of Illinois Contract No. 4017585 as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

**Whereas**, this Contract shall be effective after proper execution of the contract documents by the County August 10, 2015 thru August 9, 2017.

**Whereas**, the Contract amount shall not exceed **\$279,276.00** and payments shall be made in accordance with GC-04 and Exhibit 1.

**INCORPORATION OF BACKGROUND INFORMATION**

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

**INCORPORATION OF EXHIBITS**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1      Price Proposal
- Exhibit 2      State Of Illinois Contract No. 4017585
- Exhibit 3      Cook County General Conditions
- Exhibit 4      Evidence of Insurance
- Exhibit 5      Board Authorization

CONTRACT NO: 1511-14587

**EXHIBIT 1**

**Price Proposal**

**\*\*See Next Page\*\***

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# **STALKER** radar

applied concepts, inc.

# QUOTE

## # 161029

2609 Technology Dr.  
Plano, TX 75074  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1  
Date: 06/17/15

Inside Sales Mgr | Pam Schneidewind  
972-801-4890

Reg Sales Mgr: | Greg Chambers  
214-551-2807

Effective From : 06/10/2015

Valid Through: 11/14/2015

Lead Time: 21 working days

<b>Bill To:</b> Cook Co Sheriff's Dept 1401 Maybrook Dr Maywood, IL 60153-2414	<b>Customer ID:</b> 601532  Finance 107 Joe Cirillo	<b>Ship To:</b> Cook Co Sheriff's Dept 1401 Maybrook Dr Maywood, IL 60153-2414	<i>UPS Freight LTL (3-5 Days)</i>
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	204	806-0022-00	DSR - 2-Antenna Radar System	24	\$1,369.00	\$279,276.00
Ln	Qty	Part Number	Description	Est. Ship	Price	Ext Price
1	204	200-0999-00	DSR Enhanced Counting Unit, 1.5 PCB			\$0.00
2	204	200-1000-00	DSR Modular Display			\$0.00
3	408	200-0326-30	DSR KA Antenna			\$0.00
4	204	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch			\$0.00
5	204	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
6	204	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
7	204	200-0243-00	Counting/Display Tall Mount			\$0.00
8	204	200-0244-00	Antenna Dash Mount			\$0.00
9	204	200-0245-00	Antenna Tall Deck Mount			\$0.00
10	204	200-0648-00	Display Sun Shield			\$0.00
11	204	155-2055-04	Antenna Cable, 4 Ft			\$0.00
12	204	155-2055-16	Antenna Cable, 16 Ft			\$0.00
13	204	155-2283-50	CAN/VSS Power Cable			\$0.00
14	204	200-0821-00	DSR Manual Kit			\$0.00
15	204	035-0361-00*	Shipping Container, Dash Mounted Radar			\$0.00
16	204	060-1000-24	24-Month Warranty			\$0.00
<b>Group Total</b>						<b>\$279,276.00</b>

Product	\$279,276.00	Sub-Total:	\$279,276.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total:</b>	<b>\$279,276.00</b>

CONTRACT NO: 1511-14587

**EXHIBIT 2**

**State Of Illinois Contract No. 4017585**

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# Master Contract



Help

## Identification

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Date Published: 11/19/2013

Contract Number: 4017585  
Contract Title: PSD RADAR UNITS & LASER SPEED DETECTORS,

Category: Equipment

T-Number: T6720  
T-Number Title: TRAFFIC RADAR UNITS

Start Date: 11/15/2013  
Expiration Date: 11/14/2015  
Fiscal Year: 14

Joint Purchasing Indicator: Yes  
Green Contract: No  
Small Business Set-Aside: No  
Does this contract include a BEP Requirement: No

## Agency

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\*\*Agency designation restricts who can purchase from this contract. R0 indicates purchasing is open statewide.

Agency: SWC - Statewide Contract  
Master Agency: R0  
Master Sub-Agency:

## Comments/Overview

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## Attachments

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Attachments Require Adobe® Acrobat® Reader to View.

[Contract File Attachment for: 4017585](#)

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STATE OF ILLINOIS  
DEPARTMENT OF  
CENTRAL MANAGEMENT SERVICES

T NUMBER: T6720  
PAGE NO.: 00001

DISTRIBUTE TO: 416PSD : BUREAU OF STRATEGIC SOURCING

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NOTICE OF AWARD

CONTRACT TITLE: PSD RADAR UNITS & LASER SPEED DETECTORS,  
-STATEWIDE DELIVERIES

CONTRACT NO: VARIOUS

OPTIONS AVAILABLE: 00           JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS           VENDOR NUMBER:  
\* \*   SEE ATTACHED   \* \*

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE  
JACK ECK  
(217) 782-7360

SOLICITATION: 226801           BID OPEN DATE: 07/24/13

CONTRACT NO: 4017584   4017585  
A10128 : VENDOR PAYMENT PROGRAM:

DUE TO UNPRECEDENTED ECONOMIC RECESSION, ILLINOIS HAS EXPERIENCED LOWER THAN EXPECTED REVENUES WHICH HAS LED TO A DELAYED PAYMENT CYCLE. IN MANY CASES, VENDORS AND SERVICE PROVIDERS ARE WAITING SEVERAL MONTHS TO RECEIVE PAYMENT FOR GOODS AND SERVICES PROVIDED TO THE STATE. THE STATE OF ILLINOIS VENDOR PAYMENT PROGRAM IS INTENDED TO PROVIDE RELIEF TO THOSE VENDORS AND SERVICE PROVIDERS. FOR MORE INFORMATION PLEASE SEE OUR WEBSITE AT PAYMENTS.ILLINOIS.GOV.

CONTRACT NO: 4017584   4017585  
F627A1 : SCOPE:

TO ESTABLISH AN OPEN-END CONTRACT TO ENABLE THE ILLINOIS STATE POLICE AND ANY OTHER LAW ENFORCEMENT AGENCY WITHIN THE STATE OF ILLINOIS AS WELL AS ALL LOCAL GOVERNMENTAL UNITS AUTHORIZED TO PARTICIPATE IN JOINT PURCHASING TO PURCHASE TRAFFIC RADAR UNITS AND LASER SPEED DETECTORS ON AN AS NEEDED BASIS THROUGHOUT THE CONTRACT PERIOD.

CONTRACT NO: 4017584   4017585  
F627B1 : PERIOD OF CONTRACT

DELETE SECTION 2.1 & 2.2 OF THE STANDARD TERMS AND CONDITIONS AND SUBSTITUTE THE FOLLOWING:

CONTRACT(S) RESULTING FROM THIS INVITATION FOR BID WILL COMMENCE UPON DATE OF EXECUTION OF CONTRACT AND WILL EXPIRE TWO YEARS FROM DATE OF EXECUTION WITH NO RENEWAL OPTIONS AVAILABLE.

CONTRACT NO: 4017584   4017585  
F627D1 : ORDERS

THE SUCCESSFUL VENDOR SHALL RECEIVE A "CONTRACT RELEASE ORDER" (CRO) FROM A STATE AGENCY FOR THE RADAR OR LASER EQUIPMENT VIA MAIL. THE VENDOR SHALL SUPPLY THE ORDERED ITEMS FROM THEIR INVENTORY AND SHIP (VIA COMMON CARRIER, SHIPPING COMPANY, MAIL COMPANY TRANSPORT, ETC.) THE ITEMS DIRECTLY TO THE ORDERING AGENCIES.

LOCAL GOVERNMENTAL UNITS SHALL SUBMIT THEIR ORDERS USING THEIR OWN PURCHASE ORDER DOCUMENT. LOCAL GOVERNMENTAL UNITS WILL BE RESPONSIBLE FOR SUPPLYING THE VENDOR WITH THE ORDER.

THE VENDOR SHALL INCLUDE WITH EACH SHIPMENT A COPY OF THE ORDER DOCUMENT AND/OR PACKING SLIP SHOWING THE ORDER NUMBER AND THE CONTENTS OF THE ORDER. ITEMS MAY NOT BE BACK-ORDERED OR SUBSTITUTED WITHOUT WRITTEN APPROVAL OF THE ORDERING AGENCY.

CONTRACT NO: 4017584 4017585  
F627E1 : INVOICES

INVOICES MUST BE PRESENTED WITHIN SEVEN (7) WORKING DAYS OF DELIVERY AND SHALL DETAIL A LIST OF ITEMS BY PART NUMBER, MODEL, DESCRIPTION, UNIT OF MEASURE, PRICE AND QUANTITY. ALSO, EACH INVOICE MUST CLEARLY INDICATE THE STATE OF ILLINOIS CONTRACT RELEASE ORDER NUMBER. ALL FREIGHT IS TO BE INCLUDED IN BID PRICE AND PREPAID BY THE VENDOR.

ALL INVOICES FOR LOCAL GOVERNMENTAL UNITS SHALL BE MAILED DIRECTLY TO THE GOVERNMENTAL UNIT.

CONTRACT NO: 4017584 4017585  
F627F1 : SPECIFICATIONS

VEHICLE MOUNTED RADAR SPECIFICATIONS ARE LISTED HEREIN.

EACH VEHICLE MOUNTED RADAR UNIT SHALL INTERFACE WITH ALL MAJOR BRANDS OF IN-CAR VIDEO SYSTEMS CURRENTLY IN USE BY THE STATE OF ILLINOIS. INTERFACING TO THE VIDEO SYSTEM SHALL NOT EFFECT OR VOID THE WARRANTY OF THE RADAR UNIT. THE VENDOR IS REQUIRED TO PROVIDE ALL NECESSARY DATA TO THE PURCHASING AGENCY AND/OR THE AWARDED VIDEO VENDOR TO ACCOMPLISH PROPER INTERFACING.

A LIST OF VIDEO SYSTEMS YOUR VEHICLE MOUNTED RADAR UNIT IS COMPATIBLE WITH MUST BE SUBMITTED WITH YOUR BID SO WE CAN VERIFY COMPATIBILITY WITH VIDEO SYSTEMS CURRENTLY IN USE BY THE STATE OR THOSE WHICH MAY BE IN CONSIDERATION. BIDDERS SHALL ALSO PROVIDE COPIES OF THE INTER-FACE DATA PROTOCOL(S) FOR EACH VEHICLE MOUNTED RADAR UNIT OFFERED TO THE STATE.

THE LIST OF MAJOR BRANDS OF IN-CAR VIDEO SYSTEMS CURRENTLY IN USE BY THE STATE INCLUDES, BUT IS NOT NECESSARILY LIMITED TO THE FOLLOWING:

WATCHGUARD  
DECATUR ELECTRONICS  
KUSTOM SIGNALS  
MPH  
STALKER  
MOBILE VISION

TECHNICAL INFORMATION FOR RADARS AND LASER SPEED DETECTORS:

THE BIDDER IS REQUIRED TO FURNISH COMPLETE TECHNICAL INFORMATION AND A DESCRIPTION OF THE EQUIPMENT WHICH IS BEING PROPOSED. IF THE TECHNICAL INFORMATION AND DESCRIPTION ARE NOT FURNISHED OR IF THE INFORMATION THAT IS FURNISHED DOES NOT SHOW COMPLETE COMPLIANCE WITH THESE SPECIFICATIONS, THE BID MAY BE REJECTED.

CONTRACT NO: 4017584 4017585  
F627G1 : EQUIPMENT SAMPLES AND TESTING

THE STATE OF ILLINOIS RESERVES THE RIGHT TO REQUIRE THE BIDDER TO SUBMIT SAMPLES OF ANY OR ALL ITEMS FOR THE PURPOSE OF TESTING AND ANALYSIS PRIOR TO CONTRACT AWARD. ANY EQUIPMENT WHICH IS SUBMITTED SHALL CONFORM TO THE REQUIRED SPECIFICATIONS WITHIN THE SOLICITATION.

- A. TEST FACILITIES: THE STATE WILL TEST THE EQUIPMENT SUBMITTED EITHER WITH ITS OWN FACILITIES OR AT A PRIVATE ENGINEERING LABORATORY TO DETERMINE IF SUCH EQUIPMENT MEETS SPECIFICATIONS.
- B. RETURN OF SAMPLES: FOLLOWING THE TEST AND EXAMINATION, THE EQUIPMENT WILL BE RETURNED TO THE BIDDER WHO SHALL BEAR ALL SHIPPING AND TRANSPORTATION COSTS.

CONTRACT NO: 4017584 4017585  
F627H1 : TECHNICAL MANUALS

UPON DELIVERY OF THE EQUIPMENT, THE VENDOR WILL BE REQUIRED TO SUPPLY THE TECHNICAL SERVICE MANUAL FOR EACH LINE ITEM BID. THE SERVICE MANUALS SHALL BE COMPLETE; I.E., DESCRIBING CIRCUITS, CONTAIN BLOCK DIAGRAMS, SCHEMATICS, PARTS LIST, LABELED PRINTED CIRCUIT CARD LAYOUTS, AND TROUBLESHOOTING PROCEDURES. THE MANUALS SHALL BE BOUND AND SHALL DESCRIBE THE EQUIPMENT AS DELIVERED.

VENDOR SHALL ALSO SUPPLY UPON DELIVERY TO EACH PURCHASING AGENCY, A LIST OF COMPATIBLE VIDEO SYSTEMS THAT WILL INTERFACE WITH EACH RADAR UNIT.

CONTRACT NO: 4017584 4017585  
F627H5 : WARRANTY

SPECIAL NOTE FOR STATE AGENCIES (DOES NOT APPLY TO JOINT PURCHASING): THE VENDOR SHALL GUARANTEE ALL EQUIPMENT FOR A MINIMUM PERIOD OF FIVE YEARS, FOR PARTS ONLY, AFTER ACCEPTANCE BY THE STATE. SHOULD ANY DEFECTS OCCUR WITHIN THIS PERIOD, THE VENDOR SHALL REPLACE ANY OR ALL DEFECTIVE COMPONENTS, PARTS OR MODULES AT NO ADDITIONAL COST TO THE STATE.

- A. ALL VEHICLE MOUNTED RADAR UNITS SHALL HAVE A 90 DAY LABOR WARRANTY FROM THE DATE OF INSTALLATION.
- B. DEFECTIVE UPON ARRIVAL - ALL EQUIPMENT SHALL BE DELIVERED IN GOOD WORKING ORDER, BE FULLY OPERATIONAL, AND MEET TECHNICAL SPECIFICATIONS. SHOULD ANY EQUIPMENT BE DELIVERED THAT IS NOT IN GOOD WORKING ORDER OR OPERATIONAL, OR DOES NOT MEET TECHNICAL SPECIFICATIONS, THE CONTRACTOR SHALL REPLACE THE EQUIPMENT AT NO COST TO THE STATE.
- C. DEFECTIVE LOT: UPON INITIAL INSPECTION OF THE RADAR UNIT, IF MORE THAN 10% OF THE QUANTITY IS FOUND TO BE INOPERATIVE OR DEFECTIVE, THE STATE RESERVES THE RIGHT TO REJECT THE ENTIRE SHIPMENT, CANCEL THE CONTRACT, AND RETURN THE SHIPMENT AT THE CONTRACTOR'S COST AND EXPENSE.
- D. RETURN: IF A UNIT MUST BE REPAIRED THREE TIMES WITHIN THE FIRST TWELVE-MONTH PERIOD, THE UNIT SHALL BE REPLACED BY THE CONTRACTOR UNLESS ABUSE OF THE EQUIPMENT IS EVIDENT.

SPECIAL NOTE FOR JOINT PURCHASING ENTITIES:  
THE NORMAL FACTORY WARRANTY SHALL APPLY.

CONTRACT NO: 4017584 4017585  
F627I1 : TECHNICAL ASSISTANCE

THE VENDOR IS EXPECTED TO PROVIDE ENGINEERING AND TECHNICAL ASSISTANCE THAT THE STATE MAY REQUIRE TO ENSURE PROPER OPERATION OF THE EQUIPMENT UPON ANY OBSERVATION OF A MALFUNCTION. THE VENDOR SHALL PROVIDE AN INSTRUCTOR FOR CLASSROOM TRAINING AND WILL BE RESPONSIBLE FOR SCHEDULING A TIME AND PLACE THAT MEETS THE APPROVAL OF THE STATE.

TECHNICAL TRAINING:

THE VENDOR SHALL FURNISH A TECHNICAL SERVICE SCHOOL FOR STATE RADAR TECHNICIANS. THE TRAINING SHALL COVER THEORY AND REPAIR OF THE INSTRUMENT, AS WELL AS SPECIFIC INFORMATION WHICH WILL BE REQUIRED OF THE TECHNICIANS IN EVENT THEY ARE REQUIRED TO TESTIFY IN COURT. TIME AND PLACE FOR THE SERVICE SCHOOL SHALL BE ESTABLISHED BY MUTUAL AGREEMENT BETWEEN THE VENDOR AND THE STATE.

SERVICE AND PARTS:

THE VENDOR SHALL MAINTAIN A PARTS DEPOT AND WILL BE RESPONSIBLE FOR SUPPLYING REPLACEMENT PARTS FOR A MINIMUM OF 10 YEARS FROM THE DATE OF DELIVERY.

SPARE PARTS:

SPECIAL NOTE FOR STATE AGENCIES, (DOES NOT APPLY TO JOINT PURCHASING): THE SUCCESSFUL BIDDER SHALL SUPPLY SPARE PARTS (MODULES, CIRCUIT BOARDS, KNOBS, ANTENNA CABLES, REMOTE CABLES, DIODES, ETC.) EQUAL TO 10% OF THE UNITS ORDERED AT NO COST TO THE STATE AND SHALL REMAIN PROPERTY OF THE ILLINOIS STATE POLICE.

CONTRACT NO: 4017584 4017585

F627J1 : SPECIFICATION COMPLIANCE

IS THIS BID STRICTLY IN ACCORDANCE WITH OUR SPECIFICATIONS? IF NOT, BIDDER SHALL CLEARLY IDENTIFY ANY AND ALL DEVIATIONS. THE STATE RESERVES THE RIGHT TO DETERMINE IF THE DEVIATION(S) IS MATERIAL. ATTACH ADDITIONAL SHEET(S) IF NECESSARY.

THE INCLUSION OF SIMPLE DESCRIPTIVE LITERATURE IS NOT SUFFICIENT FOR THIS PURPOSE. DEVIATIONS MUST BE NOTED ABOVE. THE BURDEN OF PROOF OF SPECIFICATION COMPLIANCE RESTS ENTIRELY WITH THE BIDDER. IF NO EXCEPTIONS ARE TAKEN, THE VENDOR CONFIRMS COMPLETE COMPLIANCE WITH THE SPECIFICATIONS.

CONTRACT NO: 4017584 4017585  
F627W1 : ECONOMIC ADJUSTMENT CLAUSE

ONE PRICE ADJUSTMENT WITHIN A YEAR AND NO MORE FREQUENTLY THAN ONCE A YEAR WITH AN INDUSTRY INDEX INCREASE OF 5% OR GREATER.

ALL ADJUSTMENT REQUESTS SHALL BE MADE IN WRITING. VENDOR SHALL NOT BE ENTITLED TO APPLY AN UPWARD PRICE ADJUSTMENT WITHOUT FIRST OBTAINING APPROVAL OF SUCH REQUEST FROM THE BUREAU OF STRATEGIC SOURCING (BOSS).

IN THE EVENT A DOWNWARD ADJUSTMENT IS WARRANTED, THE STATE RESERVES THE RIGHT TO ADJUST ONCE DURING ANY GIVEN TWELVE (12) MONTH PERIOD FOR THIS DECREASE. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO NOTIFY BOSS, OF ANY SUCH DECREASE.

MAXIMUM ALLOWABLE ADJUSTMENTS SHALL BE GOVERNED BY THE U.S. BUREAU OF LABOR STATISTICS PRODUCER PRICE INDEX (PPI) ITEM NUMBER 117602032 FOR VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL EQUIPMENT.

THE BASE PPI PUBLISHED INDEX WILL BE DETERMINED BY THE MONTH OF THE BID OPENING DATE. IF THE BID OPENING DATE OCCURS IN MAY, THEN THE BASE PPI WILL BE MAY'S PUBLISHED INDEX.

THE PUBLISHED PPI INDEX AT THE TIME OF REQUESTED ADJUSTMENT WILL BE DETERMINED BY THE MONTH AND DAY THE ADJUSTMENT WAS SUBMITTED TO BOSS REGARDLESS OF WHETHER IT IS A PRELIMINARY OR FINAL INDEX PUBLICATION. NO FURTHER ADJUSTMENTS WILL BE MADE ONCE THE MAXIMUM ALLOWABLE ADJUSTMENT HAS BEEN CALCULATED FOR THE GIVEN 12 MONTHS.

THE MAXIMUM ALLOWABLE ADJUSTMENT SHALL BE CALCULATED AS FOLLOWS:

MAXIMUM ALLOWABLE PRICE = A / B \* C

A = BID PRICE

B = BASE PPI INDEX (DEFINED BY TIME OF BID OPENING)

C = PUBLISHED PPI INDEX AT TIME OF REQUESTED ADJUSTMENT

THE U.S. BUREAU OF LABOR STATISTICS WEB SITE CAN BE LOCATED AT [HTTP://WWW.BLS.GOV/PPI/](http://www.bls.gov/ppi/).

SHOULD THE REFERENCED PRODUCER PRICE INDEX (PPI) BECOME DISCONTINUED DURING THE CONTRACT, IT WILL BE REPLACED BY AN APPROPRIATE ALTERNATIVE PPI CHOSEN BY CMS AND ALL ADJUSTMENTS WILL BE CALCULATED BASED ON THE SAME METHODOLOGY AS OUTLINED ABOVE, BUT WITH DATA FROM THE NEW REPLACEMENT INDEX.

REQUESTED ADJUSTMENTS SHALL INCLUDE THE CONTRACT NUMBER, COMMODITY NUMBER, LINE NUMBER, BID PRICE AND REQUESTED PRICE ADJUSTMENT.

IN ALL CASES THE CONTRACTOR MUST FILE A CLAIM FOR SUCH ADJUSTMENT PRIOR TO THE DELIVERY OF THE GOODS. IN ANY EVENT, THE CLAIM FOR SUCH ADJUSTMENT WILL NOT APPLY TO RELEASE ORDERS EXECUTED PRIOR TO THE DATE

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THE BUREAU OF STRATEGIC SOURCING RECEIVED THE ECONOMIC ADJUSTMENT  
REQUEST.

IF THE CONTRACTOR HAS UNRESOLVED COMPLAINTS FILED AGAINST HIM FOR NON-  
DELIVERY OR POOR QUALITY, HIS REQUEST MAY BE DENIED UNTIL SUCH TIME AS  
ALL PAST COMPLAINTS ARE RESOLVED.

CONTRACT VENDORS

T NUMBER: T6720  
PAGE NO.: 00006

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VENDOR NAME AND ADDRESS

APPLIED CONCEPTS INC  
2609 TECHNOLOGY DR  
PLANO, TX 75074-7467

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 11/15/13

CONTACT NAME: WILLIAM PAGAN  
CONTACT PHONE: (800) 782-5537  
CONTACT E-MAIL: SALES@STALKERRADAR.COM

CONTRACT NO: 4017585  
PYMT TERMS: NONE  
DELIVERY: 30 DAYS ARO  
VENDOR NO:  
BUSINESS CLASS CODE: NNLEN  
LEGAL STATUS: CORPORATION  
CONTRACT END DATE: 11/14/15

CONTACT FAX: (972) 398-3781

RAY O'HERRON COMPANY INC  
PO BOX 1070  
3549 N VERMILION ST  
DANVILLE, IL 61834-1070

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 11/15/13

CONTACT NAME: MICHAEL O'HERRON  
CONTACT PHONE: (800) 223-2097  
CONTACT E-MAIL: RAYOHERRON@OHERRON.COM

CONTRACT NO: 4017584  
PYMT TERMS: NONE  
DELIVERY: SPECIFIED ELSEWHERE  
VENDOR NO:  
BUSINESS CLASS CODE: NNLEN  
LEGAL STATUS: CORPORATION  
CONTRACT END DATE: 11/14/15

CONTACT FAX: (888) 223-3235

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T6720  
PAGE NO.: 00007

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	COMMODITY CODE: 5311-627-0780 RADAR, K OR KA BAND, TRUE DOPPLER, HAND HELD - STATIONARY, PORTABLE WITH COILED CORD, FASTEST TARGET AND DIREC- TIONAL.  1-23) YES VENDOR: RAY O'HERRON COMPANY INC : CONTRACT NO: 4017584 BRAND: KUSTOM SIGNAL MODEL: FALCON HR CRS 7000	20.000	EACH	N/A	\$ 759.60000
00002	COMMODITY CODE: 5311-627-0781 RADAR, K OR KA BAND, TRUE DOPPLER, HAND HELD - STATIONARY, PORTABLE CORD- LESS, FASTEST TARGET AND DIRECTIONAL, UNIT SHALL BE HAND-HELD AND CORDLESS, OPERATING. TWO HIGH CAPACITY BATTERY PACKS AND A DESKTOP AC CHARGER SHALL BE INCLUDED WITH THE UNIT.  1-23) YES VENDOR: APPLIED CONCEPTS INC : CONTRACT NO: 4017585 BRAND: STALKER MODEL: STALKER II SDR	20.000	EACH	N/A	\$ 876.00000
00003	COMMODITY CODE: 5311-627-0784 RADAR, KA BAND, TRUE DOPPLER, VEHICLE MOUNTED - MOVING AND STATIONARY MODES, PORTABLE, FASTEST TARGET, SAME LANE, AND DIRECTIONAL FEATURES, FUNCTIONAL SERIAL PORT, COMPLETELY PORTABLE.  1-27) YES VENDOR: APPLIED CONCEPTS INC : CONTRACT NO: 4017585 BRAND: STALKER MODEL: STALKER DSR	40.000	EACH	N/A	\$ 1,369.00000
00004	COMMODITY CODE: 5311-627-0625 DETECTOR, LASER, SPEED, STATIONARY HANDHELD WITH SPEED DISPLAYED IN SIGHT ASSEMBLY. (TO INCLUDE TECHNICAL MANUALS, ASSISTANCE AND TRAINING FOR THE ILLINOIS STATE POLICE). THIS WILL PLUG INTO A CIGARETTE LIGHTER.  PRICE TO INCLUDE: HEAVY DUTY CARRYING CASE CONSTRUCTED OF HIGHLY DURABLE MATERIAL. OPERATING MANUAL 1-14) YES VENDOR: APPLIED CONCEPTS INC : CONTRACT NO: 4017585 BRAND: STALKER MODEL: STALKER LIDAR-XLR	20.000	EACH	N/A	\$ 1,795.00000
00005	COMMODITY CODE: 5311-627-0680 DETECTOR, LASER, SPEED, STATIONARY HANDHELD WITH SPEED DISPLAYED IN SIGHT ASSEMBLY. (TO INCLUDE TECHNICAL MANUALS, ASSISTANCE AND TRAINING FOR THE ILLINOIS STATE POLICE). THIS IS BATTERY OPERATED  PRICE TO INCLUDE: HEAVY DUTY CARRYING CASE CONSTRUCTED OF HIGHLY DURABLE MATERIAL. OPERATING MANUAL REMOVABLE/RECHARGEABLE, BATTERIES/	20.000	EACH	N/A	\$ 1,895.00000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T6720  
PAGE NO.: 00008

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LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
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00005 CONTINUED.....

BATTERY PACK  
115 V CHARGER

1-14) YES

VENDOR: APPLIED CONCEPTS INC

CONTRACT NO: 4017585

BRAND: STALKER

MODEL: STALKER LIDAR-XLR

**EXHIBIT 3**

**Cook County General Conditions**

**GENERAL CONDITIONS  
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**GENERAL CONDITIONS****GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

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 INDEMNIFICATION**

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

**GC-03 INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies 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, equipment or supplies have been rejected.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GENERAL CONDITIONS****GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the Invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

**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 goods, equipment, supplies or services 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 goods, equipment, supplies or services 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-9998-2013-07.

**GC-07 PRICE REDUCTION**

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. 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 from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

**GENERAL CONDITIONS****GC-09 DISPUTES**

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

**GC-10 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

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

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

**GC-11 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

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

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the 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 the 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 the Contract for the benefit of creditors;

GENERAL CONDITIONS

GC-11 DEFAULT (con't.)

8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

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

GC-12 COUNTY'S REMEDIES

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

GC-13 CONTRACTOR'S REMEDIES

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

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

Insurance Requirements of the Contractor

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

GENERAL CONDITIONSGC-15 INSURANCE REQUIREMENTS (con't)

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

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

1. **Coverages**(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

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

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

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

(c) **Automobile Liability Insurance**

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

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

GENERAL CONDITIONSGC-15 INSURANCE REQUIREMENTS (con't.)(d) Umbrella/Excess Liability Insurance

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

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 and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) Qualification of Insurers

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, 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.

GENERAL CONDITIONS

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS 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 in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies 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 delivery locations.

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES  
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

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 in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES  
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this contract has a subcontracting goal of not less than twelve and one half (12.5%) percent MBE and five (5%) percent WBE of the Contractor's work to be performed.

- B. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES  
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, 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 Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountvil.gov/contractcompliance](http://www.cookcountvil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**3. Joint Venture Affidavit**

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

**B. Petition for Reduction/Waiver**

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**III. REDUCTION/WAIVER OF MBE/WBE GOALS****A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the MWBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which 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 so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES  
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-250 to SECTION 34-300 (con't.)IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant 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 and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed 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 Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported 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 allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

GENERAL CONDITIONSGC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of 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 of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

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

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

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

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

GENERAL CONDITIONSGC-24 GENERAL NOTICE (con't.)

TO THE CONTRACTOR:

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

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies 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, 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.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County'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 County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract 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 County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GENERAL CONDITIONSGC-29 QUANTITIES

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

GC-30 AUDIT: EXAMINATION OF RECORDS

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

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

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

GC-31 GOVERNING LAW

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

GC-32 COOPERATION WITH INSPECTOR GENERAL

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

GC-33 WAIVER

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

GENERAL CONDITIONSGC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment 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-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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

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

2. False or Fraudulent Statements and Claims

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

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't)

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

3. Federal Interest in Patents

- (a) **General.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

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

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

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

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)6. Environmental Requirements

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

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

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

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't)

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

14. Veteran's Preference

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

15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 80, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

GENERAL CONDITIONS

GC-39 CONTRACT INTERPRETATION

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

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

1. Specification.
2. General Conditions.

END OF SECTION

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1511-14587	Date: 6/9/2015
Total Bid or Proposal Amount: \$279,276	Contract Title: Radar Units & Laser Speed Detectors
Contractor: Applied Concepts, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Jan Achilles	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): sales@stalkerradar.com	Email Address (Subcontractor):
Company Address (Contractor): 2609 Technology Drive	Company Address (Subcontractor):
City, State and Zip (Contractor): Plano, TX 75074	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 972-398-3780 F: 972-398-3781	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 1st shipment 30days ARO; 50/month...but negotiable.	Estimated Start and Completion Dates (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Applied Concepts, Inc./ Jan Achilles

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Name Sales Administration Supervisor

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Title *Jan Achilles* 6/9/2015

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Prime Contractor Signature Date

GENERAL CONDITIONS

GC-39 CONTRACT INTERPRETATION

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

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

1. Specification.
2. General Conditions.

END OF SECTION

**OFFICE OF THE COOK COUNTY COMPTROLLER  
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").  
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark  
Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**3. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**4. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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**SECTION 1**  
**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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant 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 34-171.*

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

N/A

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**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No:   X  

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

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

Yes: \_\_\_\_\_ No:   X  

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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 (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

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

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

**OR:**

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

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

If the Applicant 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 Applicant 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 Applicant 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.

**"Person" "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. A Person 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 Applied Concepts, Inc.  
D/B/A: Stalker Radar FEIN NO/SSN (LAST FOUR DIGITS): 75-1544925  
Street Address: 2609 Technology Drive  
City: Plano State: TX Zip Code: 75074  
Phone No.: 972-398-3780 Fax Number: 972-398-3781 Email: sales@stalkerradar.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor     Partnership     Corporation     Trustee of Land Trust  
 Business Trust     Estate     Association     Joint Venture  
 Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person 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
Alan Mead	2609 Technology Drive Plano, TX 75074	36%
Stan Partee	2609 Technology Drive Plano, TX 75074	36%
Bill Brown	2609 Technology Drive Plano, TX 75074	24%

2. If the interest of any Person 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

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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Alan Mead	2609 Technology Drive Plano, TX 75074	CEO	Permanent
Darlene Stoneham	2609 Technology Drive Plano, TX 75074	CFO	N/A

**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.

Jan Achilles

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

Jan Achilles  
Signature

sales@stalkerradar.com  
E-mail address

Subscribed to and sworn before me  
this 9<sup>th</sup> day of June, 2015.

X [Signature]  
Notary Public Signature

Sales Administration Supervisor

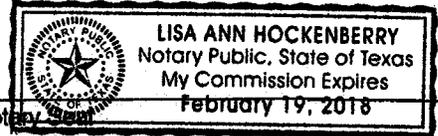
Sales Administration Supervisor  
Title

6/9/2015  
Date

972-398-3780  
Phone Number

972-398-3780  
Phone Number

My commission expires: 2/19/2018



Notary

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person 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
Alan Mead	2609 Technology Drive Plano, TX 75074	36%
Stan Partee	2609 Technology Drive Plano, TX 75074	36%
Bill Brown	2609 Technology Drive Plano, TX 75074	24%

2. If the interest of any Person 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

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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Alan Mead	2609 Technology Drive Plano, TX 75074	CEO	Permanent
Darlene Stoneham	2609 Technology Drive Plano, TX 75074	CFO	N/A

**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.



**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |           |                   |                |
|-----------|-------------------|----------------|
| • Parent  | • Grandparent     | • Stepfather   |
| • Child   | • Grandchild      | • Stepmother   |
| • Brother | • Father-in-law   | • Stepson      |
| • Sister  | • Mother-in-law   | • Stepdaughter |
|           | • Son-in-law      | • Stepbrother  |
|           | • Daughter-in-law | • Stepsister   |

- Aunt
- Uncle
- Niece
- Nephew

- Brother-in-law
- Sister-in-law

- Half-brother
- Half-sister



**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A			

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
Signature of Recipient

6/9/2015

Date

**SUBMIT COMPLETED FORM TO:**  
Illinois 60602

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago,  
Office (312) 603-4304 - Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

**PLEASE EXECUTE THREE ORIGINALS**

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**

Alan Mead, CEO

\_\_\_\_\_  
President's Name

\_\_\_\_\_  
President's Signature

972-398-3750

\_\_\_\_\_  
Telephone

sales@stalkerradar.com

\_\_\_\_\_  
Email

June 10, 2015

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Date

**Execution by LLC**

\_\_\_\_\_  
Member/Manager (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**Execution by Partnership/Joint Venture**

\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**Execution by Sole Proprietorship**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

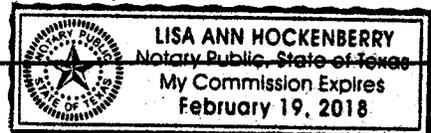
Subscribed and sworn to before me this

10th day of June, 2015

My commission expires: 2/19/2018

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION - FORM 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.

- (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. (Attach of copy written solicitations made)
- (2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
- (5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

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

June 10, 2015

Chief Procurement Officer  
County of Cook  
118 North Clark St  
Room 1018, County Building  
Chicago, IL 60602

**RE: Contract# 1511-14587; MBE/WBE Business Partners**

Dear Sirs,

Applied Concepts, Inc./dba Stalker Radar is a Texas manufacturer of law enforcement equipment. We are very much committed to using diversity business suppliers in our business on a daily basis, but I am requesting a Full MBE Waiver for this Contract. The specifications and stringent requirements set by the State of Illinois makes it economically infeasible to award any of our MBE or WBE component suppliers for this particular Contract.

ACI, in good faith, will continue recruiting MBE/WBE partners that allow us to meet our customer's demands for the best law enforcement equipment available. Attached is our most current list of diversity business partners.

If you have any questions, feel free to call or email.

Best Regards,



**Jan Achilles**

Sales Administration  
Applied Concepts, Inc, dba StalkerRadar  
2609 Technology Drive  
Plano, TX 75074-7467  
(800) 782-5537, ext 191  
~~(972) 801-4891 Direct~~  
(972) 801-4891 Fax  
[iana@stalkerradar.com](mailto:iana@stalkerradar.com)

applied concepts, inc.

**APPLIED CONCEPTS INC  
DIVERSITY BUSINESS PARTNERS**

Diversity Code	Vendor #	Vendor Name	Address 1	City	State	Zip Code	Balance Due
L	0305	ALLIED ELECTRONICS	P.O. BOX 2325	Ft. Worth	TX	76113	3,545.36
W	1545	AP ENTERPRISES	3209 Bridle Path Court	Garland	TX	75044	34,126.24
S	4034	AZURE Photonics Co Limited	3rd Fl Bldg 18, Juyuanzhou Ind			350002	0.00
M	0951	Advanced Gasket and Supply, Inc.	3336 Stuart Drive	Ft Worth	TX	76110	4,049.74
L	4551	Aeroflex Metalics Inc	Londonderry Operations	Chicago	IL	60673-1254	0.00
W	3086	Arcade Electronics	5655-F General Washington Dr.	Alexandria	VA	22312	0.00
L	0430	Arrow Electronics, Inc.	PO BOX 951597	Dallas	TX	75395-1597	46,375.17
L	7626	Avnet Electronics Marketing	PO BOX 847722	Dallas	TX	75284-7722	80,245.91
S	0565	BISCO INDUSTRIES	1500 North Lakeview Ave	Anaheim	CA	92807	458.26
S	0795	C & E Manufacturing, Inc.	206 Commercial Street	Garland	TX	75040	1,129.27
L	0401	CAMCODE	P.O. Box 73702-N	Cleveland	OH	44193-1009	1,137.00
S	4191	CDR Machine & Fabricating, Inc	209 S.kirby Street			75042	0.00
L	2775	CN Mould & Plastic Ltd	CN Hi-Tech Industry Park, No 227	Shenzhen	China		0.00
L	1377	Colcraft, Inc.	PO Box 92170	Elk Grove Village	IL	60009-2170	0.00
L	4219	Coiming Inc.	25959 Network Place	Chicago	IL	60673-1259	0.00
L	1211	CoorsTek, Inc.	Dept. #1515	Denver	CO	80291-1515	6,020.40
S	3362	Dantona Industries	3051 Burns Ave	Wantagh	NY	11973	0.00
S	3962	Data Graphics Inc.	3800 Progress Blvd.	Mount Dora	FL	32757	2,655.30
S	1692	Data-Matique	2110 Sherwin St	Garland	TX	75041-1217	842.40
L	4211	Densitron	2330 Pomona Rincon Road			92880	0.00
L	3543	EEMB CO., LTD	Abcd 25f Building A Fortune Pl	Irving	shaanxi	'none'	0.00
S	3818	Edge Fabrication Inc	1751 Hurd Drive, Ste 111	Irving	TX	75038	0.00
S	3631	Empire Screen Printing	Box 218 5206 Marco Rd	Onalaska	WI	54650-0218	838.43
S	2299	FORMATION IND.,CO.LTD.	#9, 6FL, No.200, SECS	Taipei Taiwan R.O.C.			1,375.00
L	2210	Future Electronics (US) LLC	3255 PAYSHERE CIRCLE	Chicago	IL	60674	38,958.49
L	2695	GTM Plastics, Inc	PO Box 462105	Garland	TX	75046	3,787.45
S	2913	HISCO INC	PO Box 890811	Charlotte	NC	28289-0811	487.14
V	1476	Hammond Electronics	PO Box 535746	Atlanta	GA	30353-5746	205.92
S	2363	Hammond Manufacturing Inc	5500 Schultz Dr	Sylvania	OH	43560	0.00
L	2296	Heiland Electronics	Force Electronics	Los Angeles	CA	90074	19,043.15
L	3570	Herold Precision Metals, LLC	1370 Hammond Rd	White Bear Township	MN	55110	0.00
L	3219	Hughes Peters	PO Box 712549	Cincinnati	OH	45271-2549	8,148.29
S	2978	Humanetics II	1700 Columbian club Dr	Carrollton	TX	75006	2,034.00
S	3300	INTERSTATE WIRE CO INC	P.O. Box 38413	Dallas	TX	75238	1,422.50
V	0707	J & A Manufacturing, Inc	PO Box 472309	Garland	TX	75047-2309	0.00
M	3646	John Sons Press	3300 South Freeway	Forth Worth	TX	76100	0.00
S	4198	KOUJOTOU ADAMOU	No. 7792, 1st Floor			bintulu	0.00
S	1441	Kentek Corporation	32 Boardway	Pittsfield	NH	3263	0.00
L	4228	LAIRD TECHNOLOGY	3481 Rider Trail South			63045	0.00

**APPLIED CONCEPTS INC  
DIVERSITY BUSINESS PARTNERS**

Diversity Code	Vendor #	Vendor Name	Address 1	City	State	Zip Code	Balance Due
S	2674	LONESTAR MARKETING SOLUTIONS	104 S Bending Oak Lane	Wylie	TX	75098	0.00
L	2012	Laird Technologies Inc	62722 Collections Dr	Chicago	IL	60693-0627	0.00
L	0733	Leader Tech	12420 Racetrack Rd	Tampa	FL	33626	0.00
S	3722	Linwave	Marlin Building	Lincoln Ln63rs			16,500.00
L	0963	MARKING SYSTEMS, INC.	Collections	Garland	TX	75041	1,747.70
S	4405	MEDIVIBE TECHNOLOGY	224 4TH AVE.	Rochelle	IL	61068	5,057.50
S	2096	MicroTool	PO Box 15433	Lenexa	KS	66285	17,035.00
L	3821	Microsemi-Ireland	Gort Road Ennis Co Clare	Clare			0.00
L	4554	Microsemi-Lowell	PO Box 844612	Dallas	TX	75284-4612	17,660.00
L	4720	Mouser Electronics	Payment Processing Center	Fort Worth	TX	76199-0319	3,389.69
L	2563	Newport Corporations	13976 COLLECTIONS CENTER DR	Chicago	IL	60693	0.00
L	1316	OSI Laser Doide	16383 Collection Center Drive	Chicago	IL	60693-0163	0.00
S	2398	Powder Metallurgy Company	201 E. College Street	Lewisville	TX	75067	1,235.00
S	4039	Precision Measurement	4400 140th Avenue North			33762	0.00
S	3649	RHINO FASTENERS & INDUSTRIAL CO	PO BOX 445	Winfield	IL	60190	1,571.00
S	2975	RS Hughes Company, Inc.	PO Box 540486	Dallas	TX	75354	1,188.50
S	3807	Rapid Tooling Inc	2605 Technology Drive	Plano	TX	75074	0.00
L	0274	Richardson RFPD Inc	PO Box 307	Lafax	IL	60147	1,069.46
S	0774	Royal Screw Inc	409 Lake Avenue	Bristol	CT	06010	2,950.00
S	3709	SZX Industrial Co Limited	Bldg D Huadong Industrial Park	Guangdong Province			0.00
M	2319	Sage Electronics Co, LTD	Bldg 4, Da-Yang-Tian Ind Zone	Chicago	IL	60677-4202	22,682.00
L	6503	Sager Electronics	#774202 4202 Solutions Center	Chicago	IL	60686-0038	0.00
L	2352	Samtec	3837 Reliable Parkway	Chicago	IL	94402	224.40
S	4192	San Francisco Circuits	1660 S Amphlett Blvd #200				0.00
S	3417	Shenzhen New Solutions Electronics	3rd Industrial District Luo Tian Village	Shenzhen	China		0.00
S	3801	Shenzhen Xinrao Hardware Prod	13 Bldg. Longwang Temple	Shenzhen			-165.12
S	0738	System 3x/4xx Warehouse	1400 10th Street	Plano	TX	75074	290.65
M	7474	TEXAS SEAL SUPPLY	606 N. GREATSW PKWY	Arlington	TX	76011	3,744.73
L	7685	TTI	P. O. DRAWER 99111	Fl. Worth	TX	76199	2,184.32
S	1892	Tatt Shing Membrane Switch	172-180 Tai Lin Pai Rd	Richardson	TX	75080	1,450.89
M	3975	Tech-Pro	1701 N Collins, Ste 216				75.00
L	4181	Test Research, Inc.	7th, No. 45 Dexing W. Rd.			11158	0.00
S	3874	Texas Barcode Systems	PO Box 700637	Dallas	TX	75370-0637	-33.15
M	3108	Texas ProfFab Corp	2151 Hutton Drive	Carrollton	TX	75006	1,382.50
S	1171	Universal Power Group Inv	PO Box 670725	Dallas	TX	75267-0725	0.00
S	3396	Variosystems Inc	901 S. Kimball Ave	Southlake	TX	76092	5,010.87
S	0679	Westech Optical	1387 Fairport Rd Bldg 900 Ste H	Fairport	NY	14450	6,527.50
L	3737	tellurian technologies, Inc.	1801 Hicks Road	Rolling Meadows	IL	60008	0.00

**EXHIBIT 4**

**Evidence of Insurance**

(See Attached)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2015

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

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

<b>PRODUCER</b> Roach Howard Smith & Barton 8750 N. Central Expressway, Suite 500 Suite 500 Dallas TX 75231	<b>CONTACT NAME:</b> Jo Watson <b>PHONE (A/C No, Ext):</b> (972) 231-1300 <b>E-MAIL ADDRESS:</b> jwatson@rhsb.com	<b>FAX (A/C No):</b> (972) 231-1368
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Applied Concepts, Inc.  2609 Technology Dr., Suite 140 Suite 140 Plano TX 75074	(972) 398-3750	
	<b>INSURER A:</b> Phoenix Ins Co	25623
	<b>INSURER B:</b> Travelers Prop Cas America	25674
	<b>INSURER C:</b> Travelers Indemnity Co of CT	25682
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 30280

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		6303B809497	2/28/2015	2/28/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		BA6333P860	2/28/2015	2/28/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		CUP4B407814	2/28/2015	2/28/2016	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB1432L942	2/28/2015	2/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	<input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		N/A				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							\$
							\$

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

General, auto and umbrella liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General liability policy contains a special endorsement or provision with "primary additional insured" wording. General, auto and umbrella liability policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it. Contract No. 1511-14587 for Radar units and Laser Speed Detectors

**CERTIFICATE HOLDER**

Cook County Office of the  
 Chief Procurement Officer  
 118 North Clark Street  
 Room 1018  
 Chicago IL 60602

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bart Tucker

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**Concurrences:**

Vendor has met the Minority and Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

**Summary:** Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On 5/22/2015 bids were solicited for Contract No. 1511-14649 for the purchase of badges and hat shields. Chicago United Industries, Ltd. was the lowest, responsive and responsible bidder and is recommended for award.

**15-4441**

**Presented by:** THOMAS J. DART, Sheriff of Cook County

**PROPOSED CONTRACT**

**Department(s):** Cook County Sheriff's Office

**Vendor:** Applied Concepts, Inc., D/B/A Stalker Radar, Plano, Texas

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Radar Units and Laser Speed Detectors

**Contract Value:** \$279,276.00

**Contract period:** 8/10/2015 - 8/9/2017

**Potential Fiscal Year Budget Impact:** FY 2015 \$279,276.00

**Accounts:** 1523109432-550

**Contract Number(s):** 1511-14587

**Concurrences:**

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

**Summary:** This contract was awarded through the use of a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Applied Concepts, Inc., D/B/A Stalker Radar was previously awarded a contract by the State of Illinois through a competitive bidding process. Cook County would like to leverage this procurement effort for the purchase of 204 Radar Units and Laser Speed Detectors.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE  
PLEASE EXECUTE THREE ORIGINALS

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Alan Mead, CEO  
\_\_\_\_\_  
President's Name  
  
972-398-3750  
\_\_\_\_\_  
Telephone  
  
\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
President's Signature  
  
sales@stalkerradar.com  
\_\_\_\_\_  
Email  
  
August 6, 2015  
\_\_\_\_\_  
Date

Execution by LLC

\_\_\_\_\_  
Member/Manager (Signature)\*  
  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*  
  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Telephone

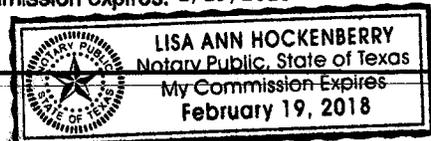
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Email

Subscribed and sworn to before me this  
6th day of August, 2015.

\_\_\_\_\_  
Notary Public Signature

My commission expires: 2/19/2018

Notary Seal



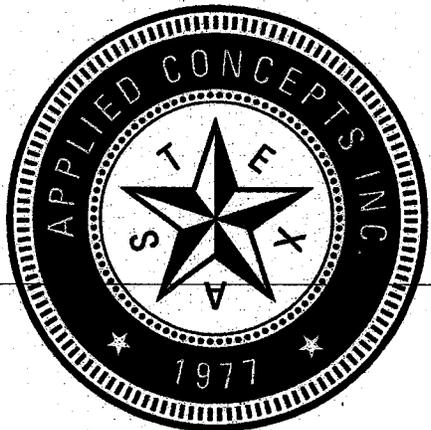
If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



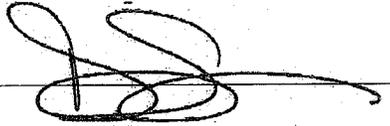
applied concepts, inc.

**Corporate Authorization**

Applied Concepts, Inc., DBA Stalker Radar, at the meeting of directors of Applied Concepts, Inc., duly noticed and held on July 17, 2013, a quorum being there present, on motion duly made and seconded. It was resolved that Jan Achilles, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns, and transactions including but not limited to, the execution of all bids, paper, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and attorney-in-fact.



I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the board of directors of said corporation, and the same has not been revoked or rescinded.

Secretary-Treasurer 

Date July 17, 2013



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Incorporation for APPLIED CONCEPTS, INC. (file number 40068500), a Domestic For-Profit Corporation, was filed in this office on March 14, 1977.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 19, 2015.



A handwritten signature in black ink, appearing to read "Cascos" followed by a horizontal line.

Carlos Cascos  
Secretary of State

SECTION 5  
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 12 DAY OF August, 2015

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

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

1511-14587

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 279,276.00  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

N/A  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 29 2015