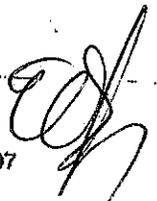


CONTRACT NO. 1645-15207



BIDDER: CPS Chicago Parking, LLC



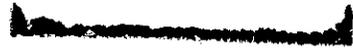
COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 14 2016

CONTRACT FOR SERVICE

DOCUMENT NO. 1645-15207



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

PRE-BID MEETING:

DATE: WEDNESDAY, MAY 25, 2016
TIME: 10:00 A.M.
LOCATION: JUVENILE TEMPORARY DETENTION CENTER
2245 W. OGDEN AVENUE, 5th FLOOR
CHICAGO, IL 60612

BIDS TO BE EXECUTED IN TRIPPLICATE
BID OPENING WILL BE ON
~~FRIDAY, JUNE 24, 2016~~ WEDNESDAY, JULY 6, 2016 ~~FRIDAY, JULY 15, 2016~~
AT 10:00 A.M. CENTRAL STANDARD TIME
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602

Questions regarding this Bid should be directed to:
Daniel Gizzi, Specifications Engineer III
EMAIL: DAN.GIZZI@COOKCOUNTYIL.GOV or (312) 603-6825

Toni Preckwinkle
Cook County Board President

Shannon E. Andrews
Chief Procurement Officer

B

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Instructions to Bidders	IB-1
General Conditions	GC-1
Special Conditions	SC-1
Specifications	S-1
Site Inspection Certificate	SI-1
Proposal	P-1

EXHIBITS:

- Exhibit I: Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit II Electronic Payables Program Form
- Exhibit III Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form
- Exhibit IV Veteran's Workplace Preference Public Works Contracts Form
- Exhibit V Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan
- Exhibit VI Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

**INSTRUCTIONS TO BIDDERS
 BID CONTRACTS
 INDEX**

<u>Section</u> <u>Subject</u>	<u>Page</u>
IB-01 DEFINITIONS	1
IB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT	2
IB-03 SITE INSPECTION CERTIFICATE.....	2
IB-04 BID DEPOSIT	2
IB-05 EXCEPTIONS AND ADDENDUM	3
IB-06 BIDDER REPRESENTATIONS AND WARRANTIES	3
IB-07 SUBMISSION OF BID PROPOSALS	3
IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS	4
IB-09 COMPETENCY OF BIDDER.....	4
IB-10 LOCAL BUSINESS PREFERENCE	4
IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS	4
IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT.....	4
IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs.....	5
IB-14 PUBLIC WORKS.....	5
IB-15 CONSIDERATION OF BID PROPOSALS.....	5
IB-16 WITHDRAWAL OF BID PROPOSALS	5
IB-17 NOTICE OF AWARD.....	6
IB-18 BID DISPUTES	6
IB-19 PERFORMANCE AND PAYMENT BOND	6
IB-20 PRICES FIRM.....	6
IB-21 CASH BILLING DISCOUNTS.....	6
IB-22 CATALOGS.....	7
IB-23 AUTHORIZED DEALER/DISTRIBUTOR	7
IB-24 TRADE NAMES	7
IB-25 SAMPLES	7
IB-26 NOTICES	7
IB-27 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS	8
IB-28 COOPERATION WITH INSPECTOR GENERAL.....	8

IB- 29 CREDIT CARD PAYMENTS 8

IB-30 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE..... 8

IB-31 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY 8

IB-32 ESTIMATED QUANTITIES..... 8

INSTRUCTIONS TO BIDDERSIB-01 DEFINITIONS

- A. **BIDDER** shall mean any Person who submits a Bid.
- B. **BID COVER PAGE** shall mean the general description of the required services, goods, equipment, or supplies, the contact information of the assigned Contract Negotiator or Specification Engineer in the Office of the Chief Procurement Officer, and shall include the date, time and place for both the submission of Bid Proposals and the opening of the Bid Proposals.
- C. **BID or BID PROPOSAL** shall mean a response to the Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- D. **BID DOCUMENTS** means the documents, specifications, forms and other information necessary and required for a Bid.
- E. **BID NOTICE** means the notice from the CPO regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and place for both the submission of Bids and the opening of the Bids.
- F. **CONTRACT** shall mean any written document to make Procurements by or on behalf of Cook County.
- G. **CONTRACT DOCUMENTS** shall mean collectively the Bid Cover Page, legal advertisement, Bid Notice, Bid Documents, Bid, Economic Disclosure Statement, MBE/WBE Utilization Plan and any other document required by the Chief Procurement Officer. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- H. **CONTRACTOR** shall mean the Person that enters into a Contract with the County.
- I. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- J. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.
- K. **CHIEF PROCUREMENT OFFICER or CPO** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Cook County Procurement Code, Chapter 34, Article IV, Division 1.
- L. **OCPO** shall mean the Office of the Chief Procurement Officer of Cook County.
- M. **PERSON** shall mean any individual, corporation, partnership, Joint Venture, trust association, Limited Liability Company, sole proprietorship or legal entity.
- N. **PROCUREMENT** shall mean obtaining supplies, equipment, goods or services of any kind.
- O. **SPECIFICATIONS** shall mean the description of the services, work, goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.
- P. **USING AGENCY** shall mean the departments or agencies within Cook County government including elected officials.

INSTRUCTIONS TO BIDDERSIB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT

- A. The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) Economic Disclosure Statement and Execution Documents ("EDS"), all with original signatures. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal. Bid Proposals and EDS which are not properly signed may be rejected.
- B. If the Bidder is a corporation, the President and Secretary must execute the EDS. In the event that this Bid Proposal is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws, resolution or other authorization by the Corporation, satisfactory to the County that permits the person to execute Bid Proposal for said corporation. If the corporation is not incorporated in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- C. If the Bidder is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority, satisfactory to the County, must be submitted. If the Bidder is a joint venture, attach a copy of the joint venture agreement.
- D. If the Bidder is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Bidder is a manager-managed LLC, the manager(s) must execute the Bid Proposal. The Bidder must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- E. If the Bidder is a Sole Proprietorship, the sole proprietor must execute the EDS.
- F. A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012) and documentation evidencing registration must be submitted with the EDS.

IB-03 SITE INSPECTION CERTIFICATE

The Bidder shall inspect the job-site to become familiar with the conditions related to the work or services and the requirements set forth in the Bid Documents. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the work or services as required by the Contract Documents.

When required as mandatory in the Contract Documents, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by the County. If the Contract Documents provide that inspection of the site is mandatory, a Bidder's failure to attend all of the required site inspections shall render the Bid Proposal non-responsive.

IB-04 BID DEPOSIT

When required in the Contract Documents, the Bid Proposal shall be accompanied by, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best Company Inc., Moody's Investor Services, Standard & Poor's Corporation or similar rating agency. The surety must be licensed by the State of Illinois Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used. Failure to submit the bid deposit shall constitute a non-responsive Bid Proposal and such Bid Proposal shall be rejected.

INSTRUCTIONS TO BIDDERS**IB-04 BID DEPOSIT (con't.)**

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-15 and IB-17, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

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

IB-05 EXCEPTIONS AND ADDENDUM

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the Bid Opening.

All written requests for clarifications, deviations or exceptions shall be addressed to the Specification Engineer or Contract Negotiator listed on the Bid Cover Page:

If the apparent lowest Bidder takes exceptions or deviations to the General Conditions, which are submitted with the Bid, the CPO shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exceptions or deviations to be material.

IB-06 BIDDER REPRESENTATIONS AND WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the Bid in a sealed envelope and shall cause the Bid to be delivered to the Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the Bid. The sealed envelope submitted by the Bidder shall have the Bid label, set forth herein, or shall have the following information on the face of the envelope: Bidder's name, address, subject matter of Bid, Bid or Contract number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the Contract Documents.

INSTRUCTIONS TO BIDDERS**IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS**

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

IB-09 COMPETENCY OF BIDDER

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

IB-10 LOCAL BUSINESS PREFERENCE

The Chief Procurement Officer shall, for all Procurements funded solely with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the Bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

"Local business" shall mean 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.

IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of Contract.

INSTRUCTIONS TO BIDDERS**IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs**

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBEs") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

IB-14 PUBLIC WORKS

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) has certified that it participates in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; (vi) contractually requires any subcontractor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; and (vii) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

IB-15 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Bid and/or to withdraw or cancel the Bid or to issue a new Bid, i.e., "rebid" prior to award of the Contract.

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

The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line items reveals a calculation error, the Unit Price will prevail.

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her discretion and authority is deemed materially unbalanced.

IB-16 WITHDRAWAL OF BID PROPOSALS

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

INSTRUCTIONS TO BIDDERS**IB-17 NOTICE OF AWARD**

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

IB-18 BID DISPUTES

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution on the County's website. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protestor believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), and IB-05, Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that (i) the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

IB-19 PERFORMANCE AND PAYMENT BOND

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

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

IB-20 PRICES FIRM

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

IB-21 CASH BILLING DISCOUNTS

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

INSTRUCTIONS TO BIDDERS**IB-22 CATALOGS**

Each Bidder shall submit in TRIPPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the goods, equipment, supplies or services.

IB-23 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-24 TRADE NAMES

In cases where an item is identified by a manufacturer's name, brand name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an alternate but equivalent item, unless the Bidder has proposed and the County has accepted the alternate but equivalent item.

Unless the Bid states that no substitute shall be allowed, the reference to a manufacturer's name, brand name, trade name, catalog number, or reference is intended to be descriptive and not restrictive and to indicate to prospective Bidders articles that shall be satisfactory. Bid Proposals for other manufacturer names, brand names, trade names, catalog numbers or references shall be considered, provided each Bidder states on the face of the Bid Proposal what alternate, but equivalent items are being proposed.

If the Bidder proposes alternate, but equivalent, items, the Bidder must provide the following: (i) product identification, including manufacturer's name and address; (ii) manufacturer's literature identifying the product description, reference standards and performance and test data; (iii) samples, as applicable; and (iv) itemized comparisons of the proposed alternate items listing significant variations. If a Bidder proposes alternate items, it warrants and represents that in making a formal request for substitution that: (i) the proposed alternate item is equivalent to or superior in all respects to the item specified in the Bid; and (ii) that the same warranties and guarantees will be provided for the proposed alternate items as those specified in the Bid. The CPO may, in his or her sole discretion accept an alternate item for a specified item, provided the alternate items so bid is, in the CPO's sole opinion the equivalent of the item specified in the Bid. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the Bid.

IB-25 SAMPLES

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

IB-26 NOTICES

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

INSTRUCTIONS TO BIDDERS**IB-27 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

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

IB-28 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

IB-29 CREDIT CARD PAYMENTS

The County has implemented a Prompt Payment Program (the "E-Payables Program"). Bidders who voluntarily participate in the Program will receive prompt payments via the County's Visa Purchasing Card. In order to participate in the Program, Bidders must submit the E-Payables Enrollment Form to the Cook County Comptroller's Office. A description of the Program is attached for informational purposes. Notwithstanding the foregoing, the County has no duty or obligation to process prompt payments to Bidders. The County reserves its right to discontinue the Program at any time. The County will not provide a bid incentive or preference to Bidders who participate in the Program.

IB-30 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE

Cook County has adopted the Minority and Women Owned Business Enterprise Ordinance (the "Ordinance"). The Ordinance establishes annual participation goals for Minority and Women Owned Business Enterprises. The requirements of the Ordinance, as well as the documents the Bidder must submit are set forth in GC-19. The Bidder's failure to submit the MBE/WBE Utilization Plan, as more fully described in GC-19 shall render the Bid non-responsive.

IB-31 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

Cook County has adopted the Cook County Recycled Product Procurement Policy. In accordance with the Policy, Cook County encourages the use of recycled paper and paper products, whenever practicable. The Bidder shall use recycled paper, except where the specialized nature of certain materials (such as photographs) requires otherwise, and all documents shall be printed two-sided unless two-sided printing is not practicable.

IB-32 ESTIMATED QUANTITIES

Unless expressly stated in the Specifications, Special Conditions, or Proposal page(s) any quantities stated in this Bid represent estimated usage and as such are for bid canvassing purposes only. The County reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as an intent or obligation on the part of the County to purchase any goods, equipment, supplies or services beyond those determined by the County to be necessary to meet its needs.

END OF SECTION

**GENERAL CONDITIONS
 BID CONTRACTS
 INDEX**

Section	Subject	Page
GC-01	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	1
GC-02	INDEMNIFICATION.....	1
GC-03	INSPECTION AND RESPONSIBILITY	1
GC-04	PAYMENT TO CONTRACTORS AND SUBCONTRACTORS	1
GC-05	PREPAID FEES	2
GC-06	TAXES	2
GC-07	PRICE REDUCTION	2
GC-08	CONTRACTOR CREDITS.....	2
GC-09	DISPUTES	3
GC-10	CONTRACT AMENDMENTS	3
GC-11	DEFAULT.....	3
GC-12	COUNTY'S REMEDIES.....	4
GC-13	CONTRACTOR'S REMEDIES.....	4
GC-14	DELAYS.....	4
GC-15	INSURANCE REQUIREMENTS.....	4
GC-16	PATENTS, COPYRIGHTS AND LICENSES.....	4
GC-17	COMPLIANCE WITH LAWS.....	6
GC-18	DELIVERY	6
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES.....	7
GC-20	MATERIAL DATA SAFETY SHEET.....	11
GC-21	CONDUCT OF THE CONTRACTOR.....	11
GC-22	ACCIDENT REPORTS.....	11
GC-23	USE OF PREMISES.....	11
GC-24	GENERAL NOTICE.....	12
GC-25	TERMINATION FOR CONVENIENCE	12
GC-26	GUARANTEES AND WARRANTIES.....	12

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES 12

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS 13

GC-29 QUANTITIES 13

GC-30 AUDIT; EXAMINATION OF RECORDS 13

GC-31 GOVERNING LAW 13

GC-32 COOPERATION WITH INSPECTOR GENERAL 14

GC-33 WAIVER 14

GC-34 ENTIRE CONTRACT 14

GC-35 FORCE MAJEURE 14

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT 14

GC-37 COMPARABLE GOVERNMENT PROCUREMENT 14

GC-38 FEDERAL CLAUSES 15

GC-39 CONTRACT INTERPRETATION 23

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 CONDITIONSGC-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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability/Garage Liability Insurance

The Commercial General/Garage Liability shall be on an occurrence form basis to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

GENERAL CONDITIONS

GC-15 INSURANCE REQUIREMENTS (con't)

The policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Cook County ship, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$2,000,000

(e) **Crime Coverage**

Contractor shall secure a Crime Insurance policy with limits of not less than \$1,000,000 per occurrence. Such coverage shall protect against all loss of money, securities or other valuable property entrusted to Contractor. This insurance shall apply to all persons handling funds under this Contract against loss due to theft, disappearance, computer fraud, dishonesty, forgery or other crime related risks.

(f) **Contractor's Equipment**

Contractor is responsible for all tools, equipment, materials or supplies owned, rented, or used by Contractor.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. 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. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

GENERAL CONDITIONSGC-15 INSURANCE REQUIREMENTS (con't)

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.

(d) Waiver of Subrogation Endorsements

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

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

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

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.

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.

GENERAL CONDITIONS

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	

- B. **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 each Contract are stated in the Special Conditions.** 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.

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

- 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.**

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.

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

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. 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 GOALSA. 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 M/WBE 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

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

4. 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.

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.

GENERAL CONDITIONSVII. 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

GC-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.

GENERAL CONDITIONS

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-25 TERMINATION FOR CONVENIENCE

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

GENERAL CONDITIONS**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.

GC-29 QUANTITIES

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

GC-30 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy 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.

GENERAL CONDITIONSGC-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.

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GENERAL CONDITIONSGC-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.

(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.

GENERAL CONDITIONS

- (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.
- (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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)5. Records and Audits

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

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

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

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

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability 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.

GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (con't.)

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

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

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

13. Contract Work Hours and Safety Standards Act

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

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

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

GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (con't.)

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.

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (con't.)

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

GC-39 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS**SC-01** SCOPE

The bidder shall provide Parking Management Services at the Juvenile Temporary Detention Center for the Department of Facilities Management, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract effective for three years, with two, one-year renewal options, after award by the Board of Commissioners and after proper execution of the Contract Documents. This is a requirement contract effective December 1, 2016 through November 30, 2019 with two, one-year renewal options, after award by the Board of Commissioners and after proper execution of the Contract Documents. **As approved by the Cook County Chief Procurement Officer. Price Increases, as approved by the Chief Procurement Officer, for the renewal options shall not exceed three percent (3%) and shall be based on supporting documents. The Contractor must provide their request for a rate increase at least six (6) months prior to the expiration of the contract. Cook County will not consider requests for a rate increase that are submitted less than six (6) months before the end of the current contract term.**

SC-03 AWARD OF CONTRACT

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

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than twelve and a half percent (12.5%) MBE and five percent (5%) WBE of the awarded contract price for work to be performed.

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals for this Project. The bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response will be deemed nonresponsive and will not be considered for award. The MBE/WBE firms must be certified by the County of Cook or the City of Chicago. Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

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

SC-05 SERVICE LOCATION

All services shall be performed at:
Juvenile Temporary Detention Center Parking Garage
1101 S. Hamilton Avenue
Chicago, IL 60612

SC-06 PRE-BID CONFERENCE AND SITE INSPECTION

The County will hold a Pre-Bid Conference and Site Inspection at the Juvenile Temporary Detention Center, 2245 W. Ogden Avenue, 5th Floor, Chicago, IL 60612. Representatives from the Cook County Office of the Chief Procurement Officer and the Department of Facilities Management will comprise the panel to respond to questions regarding Parking Management Services and Invitation to Bids procedures. It is not mandatory that the bidders attend this Pre-Bid Conference and Site Inspection. Prospective bidders must respond to Dan Gizzi at (312) 603-6825 via by e-mail at dan.gizzi@cookcountyil.gov on or before Wednesday, May 25, 2016, with the firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend the Pre-Bid Conference.

DATE: Wednesday, May 25, 2016
TIME: 10:00 A.M.
PLACE: Juvenile Temporary Detention Center
2245 W. Ogden Avenue, 5th Floor

SPECIAL CONDITIONS

SC-07 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 12:00 p.m. on Wednesday, June 1, 2016.**

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

Shannon E. Andrews
Cook County Chief Procurement Officer
c/o Dan Gizzi, Specifications Engineer III
118 N. Clark Street, Room 1018
Chicago, IL 60602

Contact Info for Specifications Engineer III:
Dan Gizzi: (312) 603-6825, dan.gizzi@cookcountyl.gov

SC-08 PREVAILING WAGES

Prevailing wage rates shall comply for the installation of new parking structure equipment with Section 2 of the "Prevailing Wage Act Illinois Revised Statutes Chapter 48, Paragraph 395-1 et. seq." The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work. The County has the right to request from the Contractor proof of Prevailing Wages during the term of the contract.

SC-09 PARKING STRUCTURE EMPLOYEES

Some employees at the Juvenile Temporary Detention Center Parking Structure fall under the Teamster Local 727 current contract. All relevant negotiations must be made through Teamster Local 727. Any information needed must be sent to their local representative.

SC-10 NOTIFICATION

Do not service until notified by using department.

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SPECIFICATIONSS-1 PARKING MANAGEMENT SERVICESITEM NO. 1 MANAGEMENT FEES

1. Contractor shall assume full operations of the Juvenile Temporary Detention Center (JTDC) Parking Facility on the date stated on the Purchase Order and Contract. Immediately upon award of this Contract by the Cook County Board, the Contractor shall designate a contact person who shall have responsibility for all management activities for the JTDC Parking Facility. After the Bid Opening, Cook County will request the Contractor to submit an operations plan to the Director of Facilities Management or designee for review and approval from those bidder(s) being considered for award. Upon notification and within ten (10) business days of the request, the plan shall include the details and schedule for hiring staff and a schedule for implementation of revenue control procedures and coordination of all revenue control activities. Cook County may request any additional information it determines necessary to assure smooth operation of the Parking Facility.

The JTDC Parking Facility has 2,338 self-parking spaces, covering 788,777 square feet off-street, multi-level public parking and an adjacent judge's parking lot with 42 self-parking spaces covering 13,871 square feet. The Parking Facility is located at 1100 South Hamilton Avenue, Chicago, Illinois. Two vehicle entrances and exits are located on Hamilton Avenue for monthly and transient patrons, and one entrance and exit for monthly patrons located on Hoyne Street, complete with card readers, ticket acceptors for off hours, and automatic gates. The parking and security office are located at the ground level just east of the elevator tower. It will be the Contractor's responsibility to maintain the equipment provided in Section S-2 and Section S-3. This lot is 42 spaces, 13,871 square feet for Judge's parking.

Fees include all applicable city and county taxes

Effective July 1, 2016, Parking Fees will be:

Daily: For JTDC Family Visitors, Cook County Employees, and Volunteers:

\$2.00 for 24 hours

\$10.00 in excess of 12 hours, unless parking ticket is validated for the lower rate of \$2.00

For Non-JTDC Family Visitors, Non-Cook County Employees, and Visitors with Court Dates:

\$2.00 for 0 - 4 hours

\$5.00 for 4 - 10 hours, unless parking ticket is validated for the lower rate of \$2.00

\$10.00 in excess of 12 hours, ticket validation not allowed

For individuals not mentioned above:

\$2.00 for 0 - 4 hours

\$5.00 in excess of 4 hours, ticket validation not allowed

\$10.00 in excess 12 hours, ticket validation not allowed

Monthly: \$25.00 for Cook County Employees
\$40.00 for Non-Cook County Employees

Parking tickets may be validated for JTDC family visitors and Cook County employees, visitors on official business and volunteers. Signs regarding validating parking tickets will be posted by Cook County.

In addition to any rights retained by Cook County by this document, Cook County will retain the following rights:

- a. To set all hours of operation.
- b. To set all parking fees as required.
- c. To make any alterations or additions to the Parking Facility.
- d. To approve the hiring, termination or retention of Contractor's personnel.
- e. To have unlimited access to the Parking Facility for any purpose.

2. Under the direction of the Director of Facilities Management, the Contractor will assume complete responsibility for all aspects of the daily operations the Parking Facility up to and including the following:
- a. Hiring, training, scheduling, supervising and paying all personnel (all of whom shall be employees of the Contractor or its subcontractor's) necessary for operating and managing the Parking Facility.
 - b. Obtaining all licenses and permits required to operate the parking facility.
 - c. Establishing financial controls to account for and successfully collect parking fees on a daily basis and depositing them on the same business day Monday through Thursday and the next business day Friday through Sunday and on bank holidays.
 - d. Purchasing office supplies, operational supplies and firewalls for credit card processing.

SPECIFICATIONS

- e. Providing monthly reports to the Director of Facilities Management or designee in form and substance satisfactory to Cook County.
 - f. Maintaining and recording all incident reports and parking violations for the life of the contract.
 - g. Perform preventive maintenance for parking equipment.
 - h. Review daily reports of operations and transactions; ensure invoices and backup documentation are accurately completed; inspect Parking Facility for unsafe conditions, i.e. abandoned vehicles, vagrancy, insufficient lighting, sharp objects, etc.; cooperate with Cook County in conducting scheduled or unscheduled inspections and audits in relation to contract requirements; promptly correct any and all deficiencies in the Contractor's services; and report any problems to the Director of Facilities Management or designee.
3. The Contractor shall be available to meet weekly with the Director of Facilities Management or designee regarding any matters related to the performance of the parking management services under this Contract, including the Contractor's recommendations regarding hours of operation and staffing levels.

The Contractor shall be available via a cell phone for any emergency response or as deemed necessary by Cook County.

4. Transition and Continuity of Service Upon Expiration of Contract
Continuity of service is critical to Cook County. This Contract shall terminate on the date of commencement of successor's contract. Upon expiration of this Contract, the Contractor must:
- a. Furnish phase-in training to the new Contractor and explain operating procedures to new contractor.
 - b. Exercise an orderly transition to the new Contractor.
 - c. Provide two weeks of transitional services, including but not limited to: location verification of all equipment/materials, providing copies of the collections and deposit reports, providing a copy of occurrence reports and providing procedures for ticket adjustment and gate malfunction, emergency response procedures, safety procedures and tour of the entire parking facility.
 - d. Communicate in good faith a plan with the successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to Cook County's approval. The Contractor shall provide experienced personnel during the phase-in, phase-out period to ensure that the services required in the Contract are maintained at the required level of proficiency and leave as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the service required by the Contract.
5. Standard Operating Procedures (Manual)
The Contractor shall prepare and maintain an up-to-date Standard Operating Procedures Manual ("Manual") reflecting the standards of performance as agreed to with Cook County. The Contractor shall submit three (3) copies of the Manual to the Director of Facilities Management or designee within thirty (30) days of award. The Manual shall include, at a minimum, the following:
- a. General operating and management policies
 - b. Procedures for accounting and auditing controls and report processing
 - c. Revenue handling and processing
 - d. Employee hiring, training, and performance standards
 - e. Staff schedules, position description and duties
 - f. Customer service and emergency procedures
 - g. Contractor's home office support
 - h. Any other item as deemed necessary and approved by either the Contractor or Cook County
- The Manual shall provide basic guidance on policies, practices and procedures covering all aspects of management and operations. This section of the Manual will cover, at a minimum, topics needed or desirable for employee education, duties and responsibilities, including:
- a. Company creed (goals and objectives)
 - b. General company policy
 - c. Organizational chart
 - d. Accidents
 - e. Emergencies
 - f. Security procedures for the collection and deposit of cash and checks
 - g. Administration
 - h. Termination
 - i. Personnel policies and procedures
 - j. Completion of cashier/manager reports
 - k. Customer Service

SPECIFICATIONS

Cook County shall review the Manual and may direct changes that reflect the responsibilities and obligations of the Contractor. At the time the Manual is accepted by Cook County, the provisions of the Manual shall then be considered as obligations and responsibilities of the Contractor.

5. Contingency Planning

The Contractor shall provide a Contingency Plan for providing service in the event of strikes by Contractor's employees, riots, fire, power failure or other catastrophic events that may curtail or impact the normal operations of the Parking Facility. After the Bid Opening, Cook County will request the Contingency Plan from those bidder(s) being considered for award. The Bidder will have ten (10) business days to provide said plan.

6. Financial Control

The Contractor will be responsible for collecting and depositing revenues as described below:

- a. County Revenue Account: The Contractor shall establish, as Trustee for Cook County, a bank account for the deposit of all receipts generated by parking operations. Deposits are to be made daily and any revenue not deposited is to be maintained overnight in the Parking Facility's safe. The Contractor shall transfer deposited funds to an account designated by Cook County daily on the 15th and 30th of each month with detailed deposit reporting. The Contractor shall provide copies of monthly bank statements along with any internal reconciliation and auditing reports or balance sheets. Deposited amounts must equal parking fees received including any City of Chicago and Cook County parking taxes collected. The Contractor will be responsible for making up any difference between amounts deposited, amounts collected and amount due per management control reports.
- b. Payment of Parking Fees: The accepted methods of payment are cash, checks, payroll deductions and credit cards. Checks and payroll deductions will be accepted for monthly permit parking. Only credit cards and cash will be accepted for daily parking. The Contractor shall be responsible for any additional fees imposed by the credit card company to accept the card. Fees and charges shall not exceed 2.5%. The Contractor shall be responsible for any fee for non-sufficient funds on checks accepted for payment and also payment of uncollectible fees.
- c. Monthly Permit Fees: The Contractor shall supply, control, sell and account for all monthly permit cards.
- d. Payment of Taxes: Parking taxes, if any, assessed or imposed by the City of Chicago or Cook County on gross revenues collected by the Contractor during the term of this contract shall be paid by the Contractor from collections by parking patrons. The Contractor shall be solely responsible for and shall pay all license fees and taxes of whatever nature that may be levied upon the Contractor for managing the Parking Facility. The Contractor shall also be solely responsible for collection and remittance of all taxes and charges imposed by the City of Chicago or Cook County upon patrons of the Parking Facility. In addition, the Contractor shall also be responsible for the collection and payment of all governmental taxes relating to the Contractor's income under this Contract, such as income taxes, wage taxes, mercantile taxes, and general business taxes. Contractor shall provide Cook County with proof of licenses and remittance of all parking taxes and license fees.

When the parking fee is collected, the taxes are also collected from the parking patron at that time. The Contractor is then responsible for remitting the taxes to the appropriate agency in the following calendar month, as required by the governing ordinances. As no tax is being paid by the Contractor, there is no need for an amount to be negotiated into the contract or reimbursed by the County to the Contractor.

For further information related to the Cook County Parking Tax, the ordinance is available at the following link: http://www.cookcountyil.gov/wp-content/uploads/2014/06/park_ord_071713.pdf.

This contract is intended to be a management contract and not a lease nor any conveyance of an interest in land, for all purposes. There is no rent paid, and exclusive possession for a term of years is not granted to the Contractor by this contract. If, however, it is determined by the applicable governmental authority that this contract should be treated as a lease and that leasehold taxes are due, the cost of taxes shall be Contractor's responsibility, provided, however, that Cook County shall cooperate with Contractor, as reasonably requested by Contractor, if Contractor should elect to challenge such an imposition.

- e. Licenses and Permits: Contractor shall obtain and maintain all licenses and permits required by a Contractor of or for the operation of a parking facility by any governmental body or agency having jurisdiction

SPECIFICATIONS

over Contractor's operations of a parking facility and will abide by the terms of such licenses and permits. The payment of licenses or permit fees shall be the sole responsibility of the Contractor.

7. Reports

The Contractor shall use and maintain forms and accounting procedures acceptable to Cook County for all required reports. All records, receipts, invoices and other documents relative to the operation of the Parking Facility shall be routinely available for audit and inspection by Cook County. The Contractor shall maintain reports and records required for the proper operation and management of the Parking Facility such as:

- a. Continuous audit control of revenues, cash deposits, parking tickets, overage/shortages, permit sales, cashiers reconciliation report.
- b. Bank deposit slips, shift reports, weekly and monthly facility reports which must be in a manner described by Cook County and the Department of Facilities Management.
- c. All personnel and time records, payroll and payroll taxes all of which must be in compliance with all required regulations.
- d. Daily summary reports which must list occurrences such as flat tire, theft, altercations, etc.

The schedule and submission of reports shall be in accordance with the following:

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

8. Records

- a. **Financial Records:** The Contractor shall maintain all financial records for five (5) years following expiration of the Contract, subsequent to each transaction day. Such records shall include accurate books and accounts of all monthly and transient parking activity. Such records shall, at a minimum, correlate for monthly contract patrons with the number of active access cards with the amount of revenue generated, and correlate for transient parking activity with tickets issued with the number of vehicles present, with time parked and the amount of revenue generated. The records shall meet both standard parking industry and generally accepted accounting practices. Monthly reports shall summarize income and expenses of the Parking Facility. The consolidated monthly statements shall have a year-to-date comparison of the previous year's activity and identify the percent deviation and dollar from the prior year. The Contractor shall provide Cook County by the ~~(10th)~~ 15th day of each month a statement of profit and loss for the previous month.
- b. **Exception Transactions:** Exception transactions are one of the largest sources of fiscal exposure. Therefore, it is the Contractor's responsibility to keep these transaction types to a minimum and to rigorously follow up on all such atypical activity. To demonstrate and document rigorous follow up, the Contractor shall list all exception transactions daily by cashier, by lane and state the nature and findings of the follow up on an exception transaction form. Exception transactions shall be defined as insufficient fund, lost tickets, mutilated or unreadable ticket transaction, and disputed fee transaction and "no charge" transactions (voided tickets). No later than one week prior to the commencement of services under this Contract, the Contractor shall submit to Cook County a form for reporting transactions and investigations, and shall, upon Cook County's approval thereof, utilize such form.
- c. Monthly credit card reports which detail the amount of credit card revenue generated from the Parking Facility must be reconciled to bank statements. This report shall be forwarded monthly to the Director of Facilities Management or designee.
- d. Provide monthly revenue reconciliation report to ensure remittances to and from Cook County correlate.
- e. **Access Control System Accountability:** The Contractor acknowledges the potential for abuse through anti-pass back violations. The Contractor shall keep anti-pass back violations to a minimum and within the Daily Summary Report document and state actions taken relative to each violation. The Contractor shall document all anti-pass back attempts by parking patrons or other access cardholders authorized by Cook County, and report in writing to the Director of Department of Facilities Management or designee the results of its investigation thereof. The Contractor also acknowledges the potential for abuse through "floating" access cards within the system that have not been paid for. The Contractor has the authority and responsibility to terminate access of any card which has not paid the monthly fee by the first of the month. In this regard, the Contractor's and/or its supervisors shall randomly, no fewer than monthly, print out a list of

SPECIFICATIONSITEM NO. 2 OFFICE STAFFING AND PERSONNEL

1. The Contractor shall provide managing and operating personnel to perform the functions of supervision, accounting, record keeping and other activities as required to ensure continuous operation of the Parking Facility at all times during the term of the Contract and any renewal or extension options. The Contractor will assign one clerk from 8:00 a.m. to 4:00 p.m., one clerk from 4:00 p.m. to 12:00 a.m. and one clerk from 12:00 a.m. to 8:00 a.m. Sunday through Saturday. The Contractor will assign one manager from 8:00 a.m. to 4:00 p.m. Monday through Friday.

The Contractor shall ensure all personnel assigned to provide services under this Contract comply with rules, regulations, and procedures of Cook County, and shall take prompt and effective corrective action in the event of violations by any employee.

2. The Contractor shall not employ any person to service this contract in any capacity who has been convicted in a court of law of competent jurisdiction of theft or illegally misappropriating funds within the past ten years.
3. The Contractor shall ensure that all employees are in proper uniform and performing their responsibilities in compliance with this Contract at all times. The Contractor shall provide photo sessions for each employee for the issuance of new or replacement identification badges. The Contractor shall ensure that all personnel providing services under this Contract adhere to all matters related to the security of the Parking Facility.—At a minimum, personnel providing services under this Contract shall:
 - a. Be well-groomed and present a neat and clean appearance in the appropriate uniform while on duty;
 - b. Always be courteous and attentive when dealing with parking patrons or other members of the general public;
 - c. Be tactful and capable of responding to parking patron's concerns;
 - d. Be able to read, write, comprehend and speak English with sufficient fluency to interpret instructions, converse with parking patrons, write cashier reports, operate a cashier terminal, have sufficient mathematical skills to manually process revenue transactions (in the event of failure of the revenue control system), and be capable of providing clear, coherent assistance to parking patrons and the general public;
 - e. Assist and perform duties as stated in the Standard Operating Procedures Manual; and
 - f. Shall be responsible for maintaining housekeeping and janitorial functions for the parking office.

3. Training

The Contractor shall ensure, and certify in writing, that all personnel providing services under this Contract are properly trained and updated on a quarterly basis on all procedures. It is the Contractor's responsibility to provide necessary training to ensure that all personnel providing services under this Contract are fully trained and competent to perform their duties, including:

- a. Ensure that all personnel discharge their duties in a courteous manner to users of the Parking Facility.
- b. Responding to parking patron complaints.
- c. Responding to concerns of Cook County in the proper execution of this Contract.
- d. Ensure all personnel are trained in the safe, proper, and legal use of all materials, supplies and equipment, and in the proper use of all safety clothing, gear and equipment.
- e. Provide not less than two (2) hours of training to all personnel, prior to assigning them to perform any work under this Contract on the recognition and prevention of sexual harassment and other forms of discrimination in the workplace.
- f. The Contractor will provide photo identification that must be worn by all on-site employees with a copy of photos forwarded to the Director of Facilities Management or designee.
- g. Provide a complete employee roster to the Director of Facilities Management or designee one month after award and immediately when personnel turn-over occurs.
- h. Manage the actions of all personnel and discharge, or cause to be discharged, any personnel for providing service under this Contract whose conduct the Contractor or Cook County find detrimental to the interest of Cook County.
- i. Cook County retains the final right to approve the hiring of or the retention of any of Contractor's employees in any Cook County facility.
- j. Abide by all Federal, State and local regulations concerning employment.

SPECIFICATIONS**4. Criminal Records Check and Drug Testing**

Consistent with Cook County's policy on maintaining a drug-free workplace, Cook County reserves the right to require the Contractor to conduct a pre-employment drug test and pre-employment criminal records check for all new employees providing services under the contract, solely at the Contractor's expense.

5. Uniforms

The Contractor shall submit a detailed description of the uniforms proposed to be worn by all on-site personnel, (excluding security employees). All costs associated with uniforms shall be borne by the Contractor. Cook County reserves the right to approve or reject the style and color of uniforms proposed for personnel. Uniforms must be maintained so as to present a neat appearance.

ITEM NO. 3 OPERATIONAL PARTS AND SUPPLIES

The Contractor shall provide all supplies used in the performance of this Contract, including:

- a. Tickets and access cards for the revenue control system, as approved by Cook County;
- b. Parking gate arms; and
- c. Miscellaneous supplies for parking operations and submittal forms.

This applies to all parts and supplies that are required to be furnished for the operation of the Parking Garage. As specified herein, such as parts and supplies to replenish inventory, damaged by vandalism or accidents, wear and tear, casualty or misuse. The Contractor shall invoice Cook County for the equipment **at-cost**. Copies of the manufacturer or supplier invoices shall accompany the Contractor's invoice to verify the costs of the parts used.

The County reserves the right to recommend a different supplier should it determine that the parts offered and/or the price quoted by the Contractor are not in the best interest of Cook County.

S-2 NEW EQUIPMENT

The Contractor shall furnish and install Datapark Parking Control Equipment, provided herein, for the operation of the Parking Facility. The Contractor shall invoice Cook County **at-cost** for all equipment. The Contractor shall invoice Cook County for 50% of the cost of the equipment when the equipment is ordered. The Contractor shall invoice Cook County the remaining 50% upon successful installation and acceptance of the equipment by Cook County. Copies of the manufacturer invoice shall accompany the Contractor's invoice to verify the costs of the equipment and installation. Cook County will not pay the Contractor interest on the purchase of the new equipment. Cook County shall become the owner of all installed equipment.

The following equipment will be furnished and installed by the Contractor:

ITEM NO. 04 HID MONTHLY READER**ITEM NO. 05 DP 5900-6 ENTRY STATION WITH CREDIT CARD INSERT READER**

Base model:

- Barcode printer
- Control unit
- Terminal board
- Voice board
- Graphic display
- Ticket collection sack/ approx. 2,000 tickets
- Ticket cardboard box platform/ 10,000 tickets
- Test control panel
- Speaker
- Heater 450 W
- Power supply
- Right access door
- Safety lock and keys

SPECIFICATIONS

Standard features:

- Online system
- TCP/IP or RS485 communication Mode
- Programmable graphic display
- Push button or audio tickets issuance
- 12 issued tickets per minute
- Voiding of tickets
- Back-out logic
- Remote rate change
- Input programing logic
- Gateless count Logic
- Credit card in/credit card out option
- 256 Access control levels
- 64 time zones
- 32 programmable rates
- 256 programmable validations
- Tax calculation
- Holiday rates programming
- Blackout dates programming
- Custom Management reporting

Dimensions:

- 20 15/16"W x 14 3/16"L x 48 6/16" H

Power Consumption:

- 515 W

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SPECIFICATIONS**ITEM NO. 06 DP5800-6 EXIT STATION WITH CREDIT CARD INSERT READER**

Base model

- Validator unit - Print Head & Mag Head
- Control unit
- Terminal board
- Voice board
- Graphic display
- Ticket collection sack/ approx. 2,000 tickets
- Ticket cardboard box platform/ 10,000 tickets
- Test control panel
- Speaker
- Heater 450 W
- Power supply
- Right access door
- Safety lock and keys

Standard features:

- Online system
- TCP/IP or RS485 communication Mode
- Programmable graphic display
- Bi-Directional transport mechanism with ticket retractor
- 2-way Up reading of mag stripe tickets and cards
- Voiding of tickets
- Back-out logic
- Remote lost ticket
- Remote rate change
- Negotiable amounts
- Input programming logic
- Gateless count logic
- Credit card in/credit card out option
- Credit card payments
- Auto ticket receipt
- Credit card activated prepays
- Operator activated prepays
- Debit/usage Magstripe cards
- Monthly Magstripe cards
- 256 Access control levels
- 64 time zones
- 32 programmable rates
- 256 programmable validations
- Tax calculation
- Holiday rates programming
- Blackout dates programming
- Custom Management reporting

Dimensions:

- 20 15/816"W x 14 3/16"L x 48 6/16"H

Power consumption

- 515 W

SPECIFICATIONS

ITEM NO. 07 DP1400 WITH PEDESTAL/DP 2600 BOARD

ITEM NO. 08 DP 7001 M PAY STATION WITH CASH AND CREDIT CARD ACCEPTANCE

Base model

- Validator unit Maghead & PrinHead
- Bill acceptor JCM UBA
- Bill dispenser Fujitsu F56/ 2 notes
- Coin acceptor NRI
- Coin hopper MK4 universal hoppers 3 units
- 2 buttons receipt & cancel
- 6.4" programmable graphic display
- Control unit
- Extension board
- Terminal board
- Voice board
- Speaker
- Heater
- Power supply
- Safety lock
- Keys to coin safe, coin box, coin hoppers, bill dispenser & door
- Change Dispensed in \$1 and \$5 Note: Credit Card Insert Reader, Custom Overlay

Standard features

- TCP/IP or RS485 communication Mode
- Voice assistance
- Display animation
- Bi-directional transport mechanism with ticket retractor
- 2-way Up reading of mag stripe tickets and cards
- Management reports
- Remote lost ticket
- Remote rate change
- Negotiable amounts
- Monthly payment with database interface
- Recharge and processing Mag Stripe/Proximity debit and usage cards
- Student discount cards
- Refund vouchers
- 32 programmable rates
- 256 programmable validations
- Prepays, refunds, deposits
- Tax calculation
- Holiday rates programming
- Blackout dates programming
- Validation appliance matrix
- 8 dual Opt-Isolated inputs:
- 4 relay outputs (common, NC/No dry contacts)

Dimensions:

- 24 10/16"W x 24 2/16"L x 58 11/16"H

Power consumption

- 970W

SPECIFICATIONS**ITEM NO. 09 DP1100 MANAGEMENT SOFTWARE PARCS MANAGEMENT SOFTWARE**

- DP Host Computer
- LCD Flat Panel Monitor
- Key Board
- Mouse
- Laser Printer
- Software Modules
 - a. Credit Card on File for Monthly Milling
 - b. Daily Card Usage (Linking a Credit Card to Proximity Card)

ITEM NO. 10 FREIGHT

Freight shall be F.O.B. Destination and inside delivery.

ITEM NO. 11 INSTALLATION

Installation shall include bolting down equipment, final terminations, testing, commissioning the equipment and training. Note: existing communication cables, magnetic barrier gates with gate arm, detector loops DP 6001 Fee Computer, data cap unit for credit card processing and HD Proximity cards shall all be reused.

All equipment and software required to control and monitor the flow of traffic in and out of the Parking Facility shall be purchased, replaced and maintained by the Department of Facilities Management. The Contractor shall accept the condition of the current equipment in it's as-is condition and agrees to operate and maintain such equipment until replaced with new equipment as required hereunder.

Within ninety (90) calendar days from the start date of this contract, the Contractor shall purchase and have installed new parking revenue collection equipment at the Parking Facility. The removal of all current parking revenue collection equipment and the purchase, installation and start-up of any new automated access and revenue control equipment at the Parking Facility shall be the sole responsibility of the Contractor. Upon removal of all old equipment, the Contractor shall dispose of old equipment in accordance with the requirements of all laws and at the Contractor's expense. Any electrical costs associated with the Contractor's purchase, installation and start-up of the new equipment shall be the responsibility of the Contractor. The Contractor shall be responsible for the cost of electrical infrastructure improvements such that adequate electrical power is available. The Contractor shall be responsible for the cost of any conduit and wire required to bring power to the equipment.

Contractor shall indemnify Cook County and hold harmless from any claims arising from any accident, personal injury or damage to property in connection with the purchase, installation and set-up of any new equipment installed by the Contractor at the Parking Facility.

In the event Federal, State or local authorities pass legislation requiring different revenue collection equipment for processing of credit/debit card payments, other than what is currently installed at the Parking Facility, Cook County will be responsible for funding upgraded equipment to comply with such legislation.

Warranty

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

SPECIFICATIONSS-3 MAINTENANCEITEM NO. 12 ORIGINAL EQUIPMENT MAINTENANCE

The Contractor shall be responsible for maintenance and repairs of the equipment listed below and located within the Parking Facility. The Contractor shall be responsible for all maintenance fees. It shall be the Contractor's responsibility to secure and keep current all maintenance agreements necessary for the period of the Contractor's contract. It shall be the Contractor's responsibility to supervise and coordinate existing and new maintenance agreements. The requirements are for a turnkey solution inclusive of existing and new maintenance agreements.

In the event Federal, State or Local authorities pass legislation requiring different revenue collection equipment for processing of credit/debit card payments, other than what is currently installed at the Parking Facility, Cook County will be responsible for funding upgraded equipment to comply with such legislation.

Head End

- 1 - Data park Server
- 1 - Data park Cashier Station

Entry Lanes on Hamilton Street

- 2 - Data park entry stations
- 2 - Magnetic barrier gates

Exit Lanes on Hamilton Street

- 2 - Parking Booths (unused since 2008)
- 2- Data park exit stations
- 2- Magnetic barrier gates

Entry Lane on Hoyne Avenue

- 1 - Data park goose neck with card reader
- 1 - Magnetic barrier gate

Entry Lane on Hoyne Avenue

- 1 - Data park goose neck with card reader
- 1 - Magnetic barrier gate

North Stairwell on Hamilton Street

- 1- Data park Cash and Credit Card Pay on Foot Station

South Stairwell on Hamilton Street

- 1- Data park Cash and Credit Card Pay on Foot Station

Elevator Lobby on Hamilton Street

- 1- Data park Cash and Credit Card Pay on Foot

Station

- 1- Detex System
- 1- Judge's Parking Lot Card Reader

SPECIFICATIONS**ITEM NO. 13 NEW EQUIPMENT MAINTENANCE**

1. The Contractor shall be responsible for maintenance and repairs of the equipment listed below and located within the Parking Facility. The Contractor shall be responsible for all maintenance fees. It shall be the Contractor's responsibility to secure and keep current all maintenance agreements necessary for the period of the Contractor's contract. It shall be the Contractor's responsibility to supervise and coordinate existing and new maintenance agreements. The requirements are for a turnkey solution inclusive of existing and new maintenance agreements.

In the event Federal, State or Local authorities pass legislation requiring different revenue collection equipment for processing of credit/debit card payments, other than what is currently installed at the Parking Facility, Cook County will be responsible for funding upgraded equipment to comply with such legislation.

Head End

- 1 - Data park Server
- 1 - Data park Cashier Station

Entry Lanes on Hamilton Street

- 2 - Data park entry stations
- 2 - Magnetic barrier gates

Exit Lanes on Hamilton Street

- 2 - Parking Booths (unused since 2008)
- 2 - Data park exit stations
- 2 - Magnetic barrier gates

Entry Lane on Hoyne Avenue

- 1 - Data park goose neck with card reader
- 1 - Magnetic barrier gate

Entry Lane on Hoyne Avenue

- 1 - Data park goose-neck with card reader
- 1 - Magnetic barrier gate

North Stairwell on Hamilton Street

- 1 - Data park Cash and Credit Card Pay on Foot Station

South Stairwell on Hamilton Street

- 1 - Data park Cash and Credit Card Pay on Foot Station

Elevator Lobby on Hamilton Street

- 1 - Data park Cash and Credit Card Pay on Foot

Station

- 1 - Judge's Parking Lot Card Reader

SITE INSPECTION

(NOT APPLICABLE)

This is to verify that Bidder has, this date, participated in the Mandatory Site Inspection as required in this Bid. Bidder has inspected the site and related Bid Documents and fully familiarized itself with all conditions and matters which might in any way affect the Deliverables, including costs and scheduling.

NAME (PRINTED/TYPED AND SIGNATURE)

COMPANY

OFFICIAL CAPACITY

TELEPHONE NUMBER (Area Code)

NOTE: This form must be filled in completely and returned with Bid Proposal.

INSPECTION CONFIRMED BY: _____

DATE: _____

PROPOSAL

BIDDER: _____

The Bidder declares that it has carefully examined the Advertisement for Bids, the Instruction to Bidders, the Proposal Form, General and Special Conditions and Specifications Identified as Contract Document Number 1645-15207 for Parking Management Services at the Juvenile Temporary Detention Center for the Department of Facilities Management as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all rights to plead any misunderstanding regarding the same.

In the event that there is a mathematical error between the "Unit Price" and "Total Price", the Unit Price will prevail. All changes must be made by crossing out and initialing the item changed. Use of correction fluid, i.e., white out or any other similar method

SECTION I

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	MONTH	36	MANAGEMENT FEES AS PER SPECIFICATIONS HEREIN \$ <u>13,349.00</u> /MONTH \$ <u>480,564.00</u> /TOTAL
2.	MONTH	36	OFFICE STAFFING AND PERSONNEL AS PER SPECIFICATIONS HEREIN. \$ <u>34,450.00</u> /MONTH \$ <u>1,240,200.00</u> /TOTAL
3.	LOT	1	OPERATIONAL PARTS AND SUPPLIES AS PER SPECIFICATIONS HEREIN \$ <u>150,000.00</u> /LOT \$ <u>150,000.00</u> /LOT

SECTION II

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
4.	EACH	6	HID MONTHLY READER AS PER SPECIFICATIONS HEREIN \$ <u>300.00</u> /EACH \$ <u>1,800.00</u> /TOTAL
5.	EACH	2	DP 5900-6 ENTRY STATION AS PER SPECIFICATIONS HEREIN \$ <u>8,141.50</u> /EACH \$ <u>16,283.00</u> /TOTAL

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
6.	EACH	2	DP 5800-6 EXIT STATION AS PER SPECIFICATIONS HEREIN \$ <u>8,430.50</u> /EACH \$ <u>16,861.00</u> /TOTAL
7.	EACH	2	DP 1400 PEDESTAL AND DP 2600 BOARD AS PER SPECIFICATIONS HEREIN \$ <u>2,085.00</u> /EACH \$ <u>4,170.00</u> /TOTAL
8.	EACH	1	DP 7001 PAY STATION AS PER SPECIFICATION HEREIN \$ <u>27,715.00</u> /EACH \$ <u>27,715.00</u> /TOTAL
9.	EACH	1	DP 1100 MANAGEMENT SOFTWARE AS PER SPECIFICATION HEREIN \$ <u>4,000.00</u> /EACH \$ <u>4,000.00</u> /TOTAL
10.	EACH	1	FREIGHT AS PER SPECIFICATIONS HEREIN \$ <u>0</u> /EACH \$ <u>0</u> /TOTAL
11.	EACH	1	INSTALLATION AS PER SPECIFICATIONS HEREIN \$ <u>42,974.00</u> /EACH \$ <u>42,974.00</u> /TOTAL

PROPOSAL

SECTION III

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
12.	MONTH	3	MAINTENANCE FOR ORIGINAL EQUIPMENT AS PER SPECIFICATIONS HEREIN \$ <u>3,845.00</u> /MONTH \$ <u>11,535.00</u> /TOTAL
13.	MONTH	21	MAINTENANCE FOR NEW EQUIPMENT AS PER SPECIFICATIONS HEREIN \$ <u>2,384.00</u> /MONTH \$ <u>50,064.00</u> /TOTAL

SECTION I TOTAL: \$ 1,870,764.00
 SECTION II TOTAL: \$ 113,803.00
 SECTION III TOTAL: \$ 61,599.00
 GRAND TOTAL: \$ 2,046,166.00

Contractor must provide the fee that will be imposed on customers for each transaction made by credit card. This fee will not be a factor in award determination.

PLEASE ENTER YOUR COMPANY'S TRANSACTION FEE * % *See Clarifications*

EQUIPMENT DELIVERY DATE: 70 days
 (NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

MANAGEMENT SERVICE DATE: 30 days
 (NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. <u>1</u>	Date: <u>6/17/16</u>
Addendum No. <u>2</u>	Date: <u>7/1/16</u>
Addendum No. <u>3</u>	Date: <u>7/1/16</u>

EXHIBIT I
Identification of Subcontractors/Supplier/Subconsultant Form

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 1645-15207	Date: 7/14/16
Total Bid or Proposal Amount: \$2,046,169.00	Contract Title: Parking Management Services at the Juvenile Terr
Contractor: CPS Chicago Parking, LLC	Subcontractor/Supplier/ Subconsultant to be HUB Parking Technology USA, Inc. added or substitute:
Authorized Contact for Contractor: Patrick McCue	Authorized Contact for Subcontractor/Supplier/ Lazar Milanov Subconsultant:
Email Address (Contractor): pmccue@spplus.com	Email Address (Subcontractor): lazar.milanov@hubparking.com
Company Address (Contractor): CPS Chicago Parking, LLC c/o SP Plus Corporation 200 East Randolph, Suite 5475	Company Address (Subcontractor): 627 N. Albany Suite 141
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Chicago, IL 60612
Telephone and Fax (Contractor): 312-274-2075 (F) 312-640-6164	Telephone and Fax (Subcontractor): 510-483-7275 x121 (F) 510-352-5305
Estimated Start and Completion Dates (Contractor): 9/1/16 - 8/31/19	Estimated Start and Completion Dates (Subcontractor): 9/1/16 - 8/31/19

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>
Parking equipment sales, installation, and service.	240,000.00

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.**

CPS Chicago Parking, LLC

Contractor

James F. Buczek

Name

Chairman & President

Title

Prime Contractor Signature

Date

James F. Buczek 7-14-16

EXHIBIT II
Electronic Payables Program Form

**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:

5. 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.

6. 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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EXHIBIT III

Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form

VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 8 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of Federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service-disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(10).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

N/A

Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets the definition of a SDVBE, as set forth above and has included a copy of its certification.

CPS CHICAGO PARKING, LLC

Bidder (please print or type)

[Signature]

Signature

jduczek@ppplus.com

E-mail address

Subscribed to and sworn before me this 26 day of JULY 2016

[Signature]

Notary Public Signature

V-1

Chairman & President

Title

July 26, 2016

Date

312-274-2025

Phone Number

My commission expires

Notary Seal



04/14/18

8/2015

EXHIBIT IV

Veteran's Workplace Preference Public Works Contracts Form

**AFFIDAVIT
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

INSTRUCTIONS

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. All Bidders who are requesting this preference must complete this Affidavit.

DEFINITIONS

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 401. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, N/A, being first duly sworn, do depose and state as follows:

- I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
- The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
- In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
- The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
- The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

CPS CHICAGO PARKING, LLC

Bidder (please print or type)

[Signature]

Signature

buczek@sppus.com

Email address

Chairman & President

Title

July 26, 2016

Date

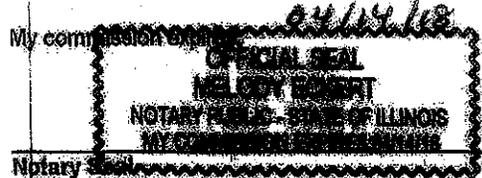
312-274-2025

Phone Number

Subscribed to and sworn before me this 26 day of July, 2016.

x Melody Eckert

Notary Public Signature



Notary Seal

EXHIBIT V
Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

August 1, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1645-15207
Parking Management Services at the Juvenile Temporary Detention Center
Facilities Management Department

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: CPS Chicago Parking, LLC
Contract Value: \$2,046,169.00
Contract Goal: 12.5% MBE, 5% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Gomez Transportation, LLC	MBE-9	City of Chicago	22.50% (Direct)
Four Seasons Services	WBE-7	City of Chicago	5.10% (Indirect)
			27.60% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/smp

Cc: Dan Gizzi, OCPO
Kathy Weiss-Botica, Facilities Management

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountylil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Gomez Transportation, LLC (Direct Participation)

Address: 230 W. Monroe Street, Suite 340, Chicago, IL 60606

E-mail: gomezconsult@yahoo.com

Contact Person: Armando Gomez Phone: 312-419-1010

Dollar Amount Participation: \$ 460,387.35

Percent Amount of Participation: 22.5% %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: Four Seasons Services (Indirect Participation)

Address: 9693 Dover Court, Huntley, IL 60142

E-mail: info@fourseasonsservice.net

Contact Person: Patricia Hayes Phone: 773-725-7460

Dollar Amount Participation: \$ 105,000.00

Percent Amount of Participation: 5.1% %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Gomez Transportation, LLC

Certifying Agency: City of Chicago

Contact Person: Armando Gomez

Certification Expiration Date: 07/01/2017

Address: 230 W. Monroe, Ste. 340

Ethnicity: Hispanic

City/State: Chicago/IL Zip: 60606

Bid/Proposal/Contract #: 1645-15207

Phone: 312-419-1010 Fax: _____

FEIN #: 30-0058728

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Gomez Transportation, LLC will hire, schedule and supervise subcontractor services utilized for operating and managing the Parking Facility, including but not limited to overseeing the procurement and installation of the required new parking equipment, supervise the ongoing preventative maintenance of the parking equipment, prepare monthly reports for and meet with the County Director of Facilities Management or designee to review contract requirements, report any problems, and promptly correct any and all deficiencies in Contractor's services.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
22.5% participation annually

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)
Armando Gomez
Print Name

[Signature]
Signature (Prime Bidder/Proposer)
James F. Buczek
Print Name

Gomez Transportation, LLC
Firm Name
07/29/2016
Date

CPS Chicago Parking, LLC
Firm Name
07/29/2016
Date

Subscribed and sworn before me
this 29th day of July, 2016

Subscribed and sworn before me
this 29th day of July, 2016

[Signature]
Notary Public
OFFICIAL SEAL
DAVID A BONOMA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/20/19

[Signature]
Notary Public
SEAL
OFFICIAL SEAL
MELODY ECKERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/14/18



Cook County Government
M/WBE Reciprocal Certification Affidavit

Firm Name Gomez Transportation, LLC
Address 230 West Monroe City Chicago
County Cook State Illinois Zip 60606
Phone (312) 419-1010 Email gomezconsult@yahoo.com

I Armando Gomez, President
(Authorized Representative) (Print Title)

of Gomez Transportation, LLC do hereby affirm:
(Name of Firm)

1) Gomez Transportation, LLC is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: [] Black- [X] Hispanic- [] Asian- [] Woman-owned business.

2) With respect to Gomez Transportation, LLC, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Gomez Transportation, LLC
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

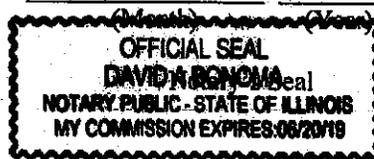
Upon penalty of perjury, I Armando Gomez affirm that, to the best of my
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

Signature [Handwritten Signature] Title President Date 07/28/2016

Subscribed and sworn to before me this 28th day of July / 2016

[Handwritten Signature]
(Notary's Signature)



My Commission Expires 6/20/2019

MBEWBE LETTER OF INTENT - FORM 2

M/WBE Firm: FOUR SEASONS SERVICES

Certifying Agency: CITY OF CHICAGO

Contact Person: PATRICIA J. HAYES

Certification Expiration Date: # 4498772
RENEWAL IN PROCESS

Address: 9693 DOVER COURT

Ethnicity: FEMALE

City/State: WILMINGTON, IL Zip: 60142

Bid/Proposal/Contract #:

Phone: 773 725 7440 Fax: 224 858 4242

FEIN #: 36-4359440

Email: INFO@FOURSEASONSERVICE.NET

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s):

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Placement of Sign

SALTING OF LOCATION UPON REQUEST OF AREA PLACEMENT

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

5.1% \$105,000

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Patricia J. Hayes
Signature (M/WBE)

James F. Buczek
Signature (Prime Bidder/Proposer)

Patricia J. Hayes
Print Name

JAMES F. BUCZEK
Print Name

Four Seasons Services
Firm Name

CPS CHICAGO PARKING, LLC
Firm Name

13 JUL 16
Date

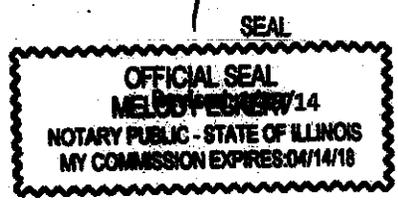
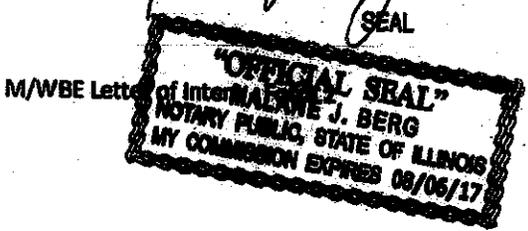
7/14/16
Date

Subscribed and sworn before me
this 14 day of July, 2016

Subscribed and sworn before me
this 14 day of July, 2016

Notary Public Melody Eckert

Notary Public Melody Eckert





Cook County Government
M/WBE Reciprocal Certification Affidavit

Firm Name FOUR SEASONS SERVICES

Address 969.3 DOVER COURT City NORTLEY

County McHENRY State IL Zip 60142

Phone (773) 725 7460 Email INFO@FOURSEASONSERVICE.NET

1 PATRICIA J. HAYES PRESIDENT
(Authorized Representative) (Print Title)

of FOUR SEASONS SERVICES do hereby affirm:
(Name of Firm)

1) FOUR SEASONS SERVICES is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: [] Black- [] Hispanic- [] Asian- Woman-owned business.

2) With respect to FOUR SEASONS SERVICES, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of FOUR SEASONS SERVICES
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I PATRICIA J. HAYES affirm that, to the best of my
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

Signature Patricia Hayes Title PRESIDENT Date 27 JUL 16

Subscribed and sworn to before me this 27 day of July, 2016
(Month) (Year)

Laura Palmere
(Notary's Signature)

My Commission Expires 9-22-17

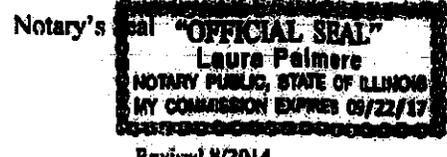


EXHIBIT IV

Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

The following Economic Disclosure Statement Forms are provided:

**CPS Chicago Parking, LLC
Central Parking Systems, Inc.
Gomez Transportation**

Attachment

**Joint Venture Agreement between
*Central Parking Systems, Inc. & Gomez Transportation***

EXHIBIT IV

Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

CPS Chicago Parking, LLC

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

CPS CHICAGO PARKING, LLC

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

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.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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 subparagraphs (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, 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.

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.

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
None	
_____	_____
_____	_____
_____	_____

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: _____

b) If yes, list business addresses within Cook County:
200 East Randolph St., Suite 5475, Chicago, IL 60601

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

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 CPS Chicago Parking, LLC

D/B/A: _____ FEIN NO.: 62-0789510

Street Address: 200 East Randolph, Suite 5475

City: Chicago State: IL Zip Code: 60601

Phone No.: 312-274-2110 Fax Number: 312-640-6160 Email: pmccue@spplus.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) Limited Liability Company

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
Central Parking System, Inc.	507 Mainstream Drive, Nashville, TN 37228	70%
Gomez Transportation, LLC	230 W. Monroe St., Suite 340, Chicago, IL 60606	30%

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
N/A		

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
James F. Buczek	200 E. Randolph, Suite 5475, Chicago, IL 60601	Chairman & President	N/A
Patrick J. McCue	200 E. Randolph, Suite 5475, Chicago, IL 60601	Secretary	N/A
Armando Gomez	230 W. Monroe, Suite 340, Chicago, IL 60606	Vice Chairman	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 DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

James F. Buczek

Chairman & President

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

Title

Signature

Date

James F. Buczek
jbuczek@spplus.com

7/14/16
312-274-2025

E-mail address

Phone Number

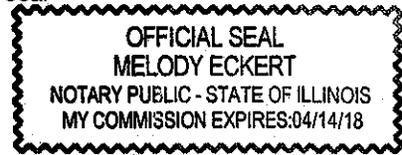
Subscribed to and sworn before me
this 14 day of July, 2016

My commission expires: 04/14/18

x

Melody Eckert
Notary Public Signature

Notary Seal





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:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfsister |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | |

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: CPS Chicago Parking, LLC

Address of Person Doing Business with the County: 200 E. Randolph, Suite 5475, Chicago, IL 60601

Phone number of Person Doing Business with the County: 312-274-2110

Email address of Person Doing Business with the County: pmccue@spplus.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Patrick J. McCue, Secretary - CPS Chicago Parking, LLC

200 E. Randolph, Suite 5475, Chicago, IL 60601 312-274-2075 ppmccue@spplus.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract No. 1645-15207

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,046,166.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Daniel Gizzi, Specifications Engineer III 312-603-8825 DAN.GIZZI@COOKCOUNTYIL.GOV

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is **a business entity** and there is **no familial relationship** between any 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 or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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
<u>NONE</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

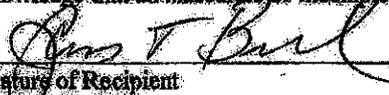
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial 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:  Date: 7-26-16

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 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

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1645-15207
 County Using Agency (requesting Procurement): Cook County Department of Facilities Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CPS Chicago Parking, LLC
 Substantial Owner Complete Name: _____
 FEIN# 62-0789510
 Date of Birth: N/A E-mail address: pmccue@spplus.com
 Street Address: 200 E. Randolph, Suite 5475
 City: Chicago State: IL Zip: 60601
 Home Phone: (274) 274 - 2075

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

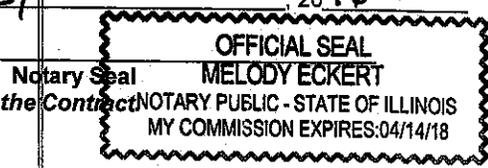
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *James F. Buczek* Date: 7-14-16

Name of Person signing (Print): James F. Buczek Title: Chairman & President

Subscribed and sworn to before me this 14 day of July, 2016

x *Melody Eckert*
Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

<u>CPS Chicago Parking, LLC</u> LLC Name	<u><i>James F. Buczek</i></u> *Member/Manager Printed Name and Signature
<u>7/14/16</u> Date	<u>312-274-2025 jbuczek@spplus.com</u> Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Sole Proprietorship

_____ Printed Name and Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this
14 day of July, 2016.

Melody Eckert
Notary Public Signature

My commission expires: 04/14/18

Notary Seal

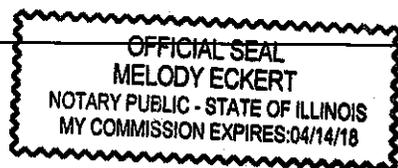


EXHIBIT IV

Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

Central Parking Systems, Inc.

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

CENTRAL PARKING SYSTEM, INC.

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

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.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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 subparagraphs (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, 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.

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.

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
None	

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:

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

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

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 Central Parking System, Inc.

D/B/A: _____ FEIN NO.: 62-1052916

Street Address: 507 Mainstream Drive

City: Nashville State: TN Zip Code: 37228

Phone No.: 312-274-2110 Fax Number: 312-640-6160 Email: pmccue@spplus.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
Central Parking Corporation	507 Mainstream Drive, Nashville, TN 37228	100%

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
N/A		

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
* See attached			

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.
- X I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Central Parking System Inc., a Tennessee corporation
List of Officers
(Effective as of 6/6/16)

Name	Title
G Marc Baumann	President & Chief Executive Officer
Robert M. Toy	President, Urban Operations
William H. Bodenhamer	Executive Vice President, Operations
Hector Chevalier	Executive Vice President, Operations, New York Tri-State Division
Thomas Hagerman	Executive Vice President, Chief Business Development Officer
Vance C. Johnston	Executive Vice President, Chief Financial Officer & Treasurer
Gerard M. Klaisle	Executive Vice President, Chief Administrative Officer
John (Jack) Ricchiuto	Executive Vice President, Operations, Airport Division
Robert N. Sacks	Executive Vice President, General Counsel & Secretary
Steven R. Aiello	Senior Vice President, Operations
Pamela D. Brown	Senior Vice President, Business Development, Airport Services
Steven R. Bruner	Senior Vice President, Risk Management
James F. Buczek	Senior Vice President, Operations
Christopher B. Conley	Senior Vice President, Operations
Michael F. D'Agostino	Senior Vice President, Operations Support
Michael J. Drow	Senior Vice President, Technology Integration
Jason Finch	Senior Vice President, Operations

Name	Title
Cristina Ionescu	Senior Vice President, Finance & Business Process Reengineering
David B. Jenkins	Senior Vice President, Operations
Connie H. Jin	Senior Vice President, Financial Planning & Analysis
Jason Johnston	Senior Vice President, Operations
Donald F. Jordan, Jr.	Senior Vice President, Southeast Operations
Edward L. Kunkle	Senior Vice President, Chief Information Officer
Vincent S. Raguseo	Senior Vice President, Marketing
Robert R. Reiser	Senior Vice President, Operations
Jay Rockman	Senior Vice President, Healthcare Services
Kristopher H. Roy	Senior Vice President, Corporate Controller
Christopher Sherman	Senior Vice President, Operations
Michael V. Tepper	Senior Vice President, Operations
Roamy R. Valera	Senior Vice President, Municipal & Institutional Services
Tony Vitrano	Senior Vice President, Gameday
Eduardo Barcos	Vice President, Procure to Pay
James C. Burdett	Vice President, Associate General Counsel & Assistant Secretary
John D. Conway	Vice President, Regional Manager

Name	Title
David E. Cotham	Vice President, Application Development
Shevket Dardovski	Vice President, Regional Manager
Karen Dodd	Vice President, Revenue Products
Timothy Downey	Vice President, Regional Manager
Mark A. Garcia	Vice President, Remote Management Operations
Nicole M. Hankins	Vice President, Regional Manager
Lisa M. Jakstas	Vice President, Planning
Casey L. Jones	Vice President, Institutional Services
Jeffrey M. Jones	Vice President, Regional Manager
Richard R. Kapper	Vice President, Client Reporting
James P. Kaster	Vice President, Maintenance Services
Colleen Kozak	Vice President, Human Resources
Frederic J. Kreiter	Vice President, Transportation Services
David H. Lombardi	Vice President, Regional Manager
Dirk R. Machemer	Vice President, Regional Manager
John W. Madden, Jr.	Vice President, Regional Manager
Patrick J. McCue	Vice President, Regional Manager
Daniel J. Murray	Vice President, Regional Manager

Name	Title
Timothy S. Nickerson	Vice President, Risk Management
Jerome L. Pate	Vice President, Deputy General Counsel, Corporate Compliance Officer & Assistant Secretary
Cristine Paull	Vice President, Gameday
Greg S. Pearson	Vice President, Product Management
William P. (Paul) Perusich	Vice President, Tax & AR, Assistant Treasurer
Libby M. Redmon	Vice President - Benefits, Compensation & Employee Relations
Gregg Reuben	Vice President, Business Development
William Rhodin	Vice President, Regional Manager
Christopher A. Rothbauer	Vice President, IT Infrastructure
Matt Shimkus	Vice President, Financial Analysis
Jason Spoeth	Vice President, Regional Manager
Anthony Squeo	Vice President, Large Venue Operations
Andrew B. Tedrick	Vice President, Regional Manager
Charles J. Voase	Vice President, Regional Manager
Roger C. Walters	Vice President, Regional Manager
James T. Georgalas	Assistant Vice President, Regional Manager

Name	Title
James B. Healy	Assistant Vice President, Regional Manager
Tracy H. Pelham	Assistant Vice President, Associate Counsel & Assistant Secretary

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

James F. Buczek

Senior Vice President

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

Title

James F. Buczek

7-14-16

Signature

Date

jbuczek@spplus.com

312-274-2025

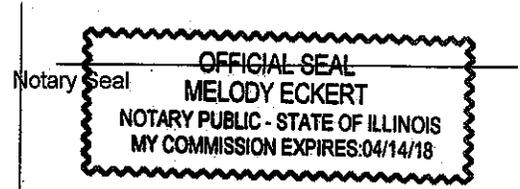
E-mail address

Phone Number

Subscribed to and sworn before me
this 14 day of July, 2016

My commission expires: 04/14/18

X *Melody Eckert*
Notary Public Signature





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:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Central Parking System, Inc.

Address of Person Doing Business with the County: 507 Mainstream Drive, Nashville, TN 37228

Phone number of Person Doing Business with the County: 312-274-2110

Email address of Person Doing Business with the County: pmccue@spplus.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Patrick J. McCue, Vice President

200 E. Randolph, Suite 5475, Chicago, IL 60601 312-274-2075 ppmccue@spplus.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract No. 1645-15207

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ _____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Daniel Gizzi, Specifications Engineer III 312-603-6825 DAN.GIZZI@COOKCOUNTYIL.GOV

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any 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 or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**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*
--	--	--	----------------------------------

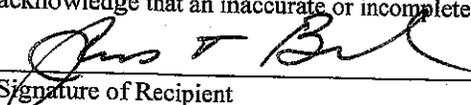
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

	7-14-12
Signature of Recipient	Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 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

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1645-15207

County Using Agency (requesting Procurement): Cook County Department of Facilities Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Central Parking System, Inc.

Substantial Owner Complete Name: _____

FEIN# 62-1052916

Date of Birth: N/A

E-mail address: pmccue@spplus.com

Street Address: 507 Mainstream Drive

City: Nashville

State: TN

Zip: 37228

Home Phone: (274) 274 - 2075

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

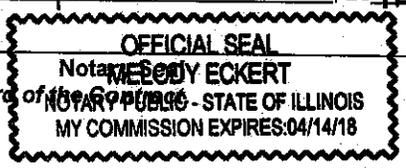
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *James F. Buczek* Date: 7-14-16

Name of Person signing (Print): James F. Buczek Title: Senior Vice President

Subscribed and sworn to before me this 14 day of JULY, 2016

x *Melody Eckert*
Notary Public Signature



Note: The above information is subject to verification prior to the award of the contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Central Parking System, Inc.

Corporation's Name

312-274-2000

Telephone

Secretary Signature

James F. Buczek
President's Printed Name and Signature

President's Printed Name and Signature

jbuczek@spplus.com

Email

7/14/16
Date

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
14 day of July, 2016.

Melody Eckert
Notary Public Signature

My commission expires: 04/14/18

Notary Seal

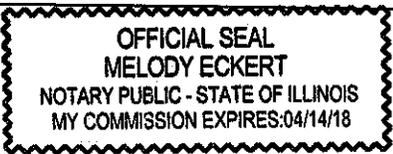


EXHIBIT IV

Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

Gomez Transportation

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

GOMEZ TRANSPORTATION, LLC

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

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.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyiil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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 subparagraphs (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, 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.

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.

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) Sheriffs 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
None	

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:

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

 230 West Monroe, Suite 340

 Chicago, IL 60606

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

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): NA

(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:

NA

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 Gomez Transportation, LLC

D/B/A: Gomez Transportation, LLC FEIN NO.: 30-0058728

Street Address: 230 West Monroe, Suite 340

City: Chicago State: IL Zip Code: 60606

Phone No.: (312) 419-1010 Fax Number: (312) 419-1986 Email: gomezconsult@yahoo.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) Limited Liability Corporation

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
Armando Gomez	4210 N. Natchez, Apt. 510 Chicago, IL 60634	100%

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
NA		

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
NA			

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
Armando Gomez	[same as above]	President/Manager	Permanent
MARIA Gomez		Vice President	
PATRICIA Ramirez		Vice President	

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 DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Armando Gomez

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

Signature

gomezconsult@yahoo.com

E-mail address

President

Title

07/14/2016

Date

(312) 419-1010

Phone Number

Subscribed to and sworn before me
this 14th day of July, 2016.

x David A. Bonoma
Notary Public Signature

My commission expires:





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:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**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*
NA			

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*
NA			

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*
NA			

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*
---	--	--	----------------------------------

NA

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*
--	--	--	----------------------------------

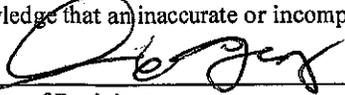
NA

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*
--	--	--	----------------------------------

NA

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.



July 14, 2016

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 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

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1645-15207

County Using Agency (requesting Procurement): Juvenile Temporary Detention Center Pkg. Garage

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Gomez Transportation, LLC

Substantial Owner Complete Name: Armando Gomez

FEIN# 30-0058728

Date of Birth: _____

E-mail address: gomezconsult@yahoo.com

Street Address: 230 W. Monroe, St. 340

City: Chicago

State: IL

Zip: 60606

Home Phone: (312) 419 - 1010

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*

No *Employee Classification Act, 820 ILCS 185/1 et seq.,*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*

No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

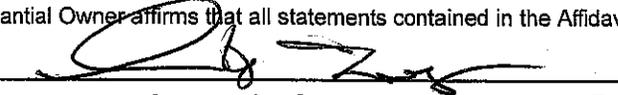
If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation.*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

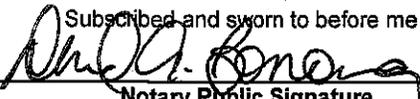
V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 07/14/2016

Name of Person signing (Print): Armando Gomez Title: President

Subscribed and sworn to before me this 14th day of July, 2016

x 
Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ Gomez Transportation, LLC	_____ Armando Gomez / <i>[Signature]</i>
_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ 07/14/2016	_____ 312-419-1010 gomezconsult@yahoo.com
_____ Date	_____ Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

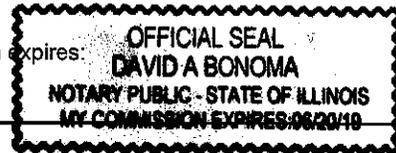
Execution by Sole Proprietorship

_____ Printed Name and Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this
14th day of July, 2016.

[Signature]
Notary Public Signature

My commission expires:



Notary Seal

EXHIBIT IV

Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

Attachment

**Joint Venture Agreement between
*Central Parking Systems, Inc. & Gomez Transportation***

**COUNTY OF COOK
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)**

CONTRACT TITLE: Parking Management Services at the Juvenile Temporary Detention Center

CONTRACT NUMBER: 1645-15207

I. Name of Joint Venture:

CPS Chicago Parking, LLC

Address of Joint Venture:

200 East Randolph, Suite 5475 **City:** Chicago

County: Cook **State:** IL **Zip Code:** 60601

Contact Information:

Phone Number: (312) 274 - 2075

Fax Number: (312) 640 - 6164

E-Mail Address: pmccue @ spplus.com

II. Identify each (Non) MBE/WBE Joint Venture Partner(s)

Firm Name: Central Parking System, Inc.

Address: 200 East Randolph, Suite 5475 **City:** Chicago

County: Cook **State:** IL **Zip Code:** 60601

Contact Person: James F. Buczek **Title:** Senior Vice President

Phone Number: (312) 274 - 2025

e-mail address: jbuczek@spplus.com

Firm Name: _____

Address: _____ **City:** _____

County: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Phone Number: () - _____

e-mail address: _____

**COUNTY OF COOK
OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)
Page 2 of 10**

III. Identify each MBE Joint Venture Partner(s)

Firm Name: Gomez Transportation, LLC

Address: 230 West Monroe, Suite 340 **City:** Chicago

County: Cook **State:** IL **Zip Code:** 60606

Contact Person: Armando Gomez **Title:** President

Phone Number: (312) 419 - 1010

e-mail address: gomezconsult@yahoo.com

Firm Name: _____

Address: _____ **City:** _____

County: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Phone Number: () -

e-mail address: _____

Identify each WBE Joint Venture Partner(s)

Firm Name: _____

Address: _____ **City:** _____

County: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Phone Number: () -

e-mail address: _____

Firm Name: _____

Address: _____ **City:** _____

County: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Phone Number: () -

e-mail address: _____

**COUNTY OF COOK
OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)
Page 3 of 10**

IV. Describe the role(s) of each MBE and/or WBE Joint Venture Partner(s) in this Joint Venture: (condense)

MBE/WBE Firm Name:

Gomez Transportation, LLC

Role in Joint Venture:

Gomez Transportation, LLC is the operating manager in regard to day-to-day affairs relating to overseeing project directors; subcontractor relations (if any), including identification of local vendors and suppliers; leading efforts to track and report MBE/DBE participation; budget and cash flow management and oversight; regular review and monitoring of operations; and such other matters agreed upon from time to time, subject to supervision and direction by Central Parking System, Inc.

V. Attach a copy of the Joint Venture Agreement:

The Joint Venture Agreement should detail share of ownership, control, management, risk and profit for each partner, and at a minimum contain specific details as following:

- (1) The contributions of capital and equipment;**
- (2) Work items to be performed by the MBE/WBE's own forces;**
- (3) Work items to be performed under the supervision of the MBE/WBE Joint Venture Partners;**
- (4) The commitment of management, supervisory and operative personnel employed by the MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.**

**COUNTY OF COOK
OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)
Page 4 of 10**

VI. Ownership of the Joint Venture:

- (a) What are the Name(s), Percentage(s) of ownership and capital contribution for each (NON) MBE/WBE Joint Venture Partner?**

Name of (NON) MBE/WBE: Central Parking System, Inc.

(NON) MBE/WBE Ownership Percentage: 70 %

Capital Contribution: \$700.00

Name of (NON) MBE/WBE: _____

(NON) MBE/WBE Ownership Percentage: _____ %

Total (NON) MBE/WBE Ownership Percentage: _____ %

- (b) What are the Name(s) and Percentages(s) of ownership for each MBE Joint Venture Partner?**

Name of MBE: Gomez Transportation, LLC

MBE Ownership Percentage: 30 %

Name of MBE: _____

MBE Ownership Percentage: _____ %

Total MBE Ownership Percentage: _____ %

- (c) What are the Name(s) and Percentages(s) of ownership for each WBE Joint Venture Partner?**

Name of WBE: _____

WBE Ownership Percentage: _____ %

Name of WBE: _____

WBE Ownership Percentage: _____ %

Total WBE Ownership Percentage: _____ %

- (d) Total Percentage of MBE/WBE Ownership in the Joint Venture:** 30 %

**COUNTY OF COOK
OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)
Page 6 of 10**

Name of (NON)MBE/WBE Firm: _____

Type of Equipment/Supplies: _____

Name of MBE/WBE Firm: Gomez Transportation, LLC

Type of Equipment/Supplies: None

Name of MBE/WBE Firm: _____

Type of Equipment/Supplies: _____

VII. Written Agreements: (put at the end of this affidavit before you swear)

Please attach to this Joint Venture Affidavit ALL written agreements between any and all of the Joint Venture Partners concerning this contract.

All Joint Venture Partners signing onto this agreement do so with the understanding that any written agreements between any and all of the Joint Venture Partners must not limit or in any way restrict the Ownership and/or Control of any MBE/WBE Joint Venture Partner.

All Joint Venture Partners signing onto this agreement do also understand and agree that should the language of any written agreements between any and all of the Joint Venture Partners concerning this contract be in conflict with this affidavit, that this COUNTY OF COOK AFFIDAVIT OF JOINT VENTURE (MBE/WBE) will be the Prevailing Document.

**COUNTY OF COOK
OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)
Page 7 of 10**

X. Control of and Participation in the Joint Venture:

Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signing requirements)

(a) Authority to enter into contracts on behalf of the Joint Venture:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
Central Parking System, Inc. as "Senior Manager", however the operating agreement identifies "Extraordinary Actions" that must be approved by requisite members as defined in the operating agreement.	James F. Buczek, Senior Vice President of Senior Manager
<u>Gomez Transportation, LLC,</u>	<u>Armando Gomez, President</u>
only in accordance with the operating agreement	

(b) Joint Venture check signing:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
<u>Senior Manager</u>	<u>James F. Buczek, Senior Vice President of Senior Manager</u>
_____	_____

(c) Signing, co-signing or collateralizing loans and/or acquisition of Lines of Credit:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
<u>Senior Manager</u>	<u>James F. Buczek, Senior Vice President of Senior Manager</u>
_____	_____

(d) Acquisition and indemnification of payment and performance bonds and all insurance requirements:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
<u>Senior Manager</u>	<u>James F. Buczek, Senior Vice President of Senior Manager</u>
_____	_____

**COUNTY OF COOK
OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)
Page 8 of 10**

(e) Negotiating and signing labor agreements:

Firm Name:

Individual Name/Title

Senior Manager

James F. Buczek, Senior Vice President of Senior Manager

Gomez Transportation, LLC,

Armando Gomez, President

only in accordance with the operating agreement

(f) Management of Contract Performance in the following areas:

1. Supervision of Field Operations:

Firm Name:

Senior Manager

James F. Buczek, Senior Vice President of Senior Manager
and Patrick J. McCue, Vice President of Senior Manager

Gomez Transportation, LLC, only in accordance with the operating agreement Armando Gomez, President

2. Major Purchases:

Firm Name:

Senior Manager

Individual Name/Title

James F. Buczek, Senior Vice President of Senior Manager

Except for Extraordinary Actions that must be approved by requisite members as defined in the operating agreement.

3. Estimating:

Firm Name:

Not Applicable

Individual Name/Title

4. Engineering:

Firm Name:

Not Applicable

Individual Name/Title

XI. Financial Controls of the Joint Venture:

(a) Which firm will be responsible for bookkeeping accounting of the financial records of the Joint Venture:

Firm Name:

Senior Manager

Individual Name/Title

James F. Buczek, Senior Vice President of Senior Manager
and Patrick J. McCue, Vice President of Senior Manager

(b) Identify the "Managing Partner" if any, and indicate the dollar amount of compensation, if any, the firm/individual(s) will receive from the Joint Venture

Firm Name:

Senior Manager

Individual Name/Title

James F. Buczek, Senior Vice President of Senior Manager
and Patrick J. McCue, Vice President of Senior Manager

Dollar amount of compensation: \$ None

COUNTY OF COOK
OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)
Page 10 of 10

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each Joint Venture Partner in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual Joint Venture work and the payment therefore and any proposed changes in any provisions of the Joint Venture Agreement and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venture Partner relevant to the Joint Venture by authorized representatives of the County or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note If after filing this Affidavit and before completion on the Joint Venture work on the project, there is any change in the information submitted, the Joint Venture must inform the Director of the Office of Contract Compliance of the County of Cook within ten business days of any such change.

Gomez Transportation, LLC
Name of MBE/WBE Partner Firm

Armando Gomez, President
Name and Title of Affiant

Armando Gomez
Signature of Affiant

Central Parking System, Inc.
Name of (NON) MBE/WBE Partner Firm

James F. Buczek, Senior Vice President
Name and Title of Affiant

James F. Buczek
Signature of Affiant

On this 14th day of July, 2016, the above signed officers
Armando Gomez JAMES F. BUCZEK
(names of affiants)

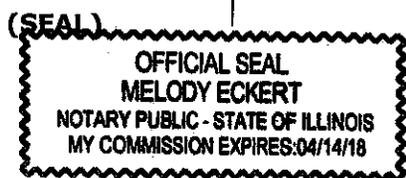
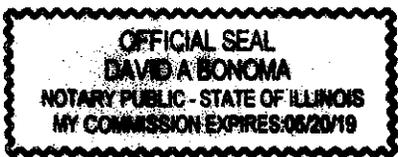
personally appeared and known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

As to Gomez
Signature:

David A. Bonoma / *Melody Eckert*
Signature of Notary Public

My Commission Expires: 06 120 12019



**OPERATING AGREEMENT
OF CPS CHICAGO PARKING, LLC**

THIS OPERATING AGREEMENT ("Agreement") for CPS CHICAGO PARKING, LLC (the "Company") is made and entered into effective as of January 1, 2003 (the "Effective Date"), by and between CENTRAL PARKING SYSTEM, INC., a Tennessee corporation ("CPS"), and GOMEZ TRANSPORTATION, LLC, an Illinois limited liability company ("Gomez").

RECITALS:

A. On October 3, 2003, the Company was formed by the filing of Articles of Organization with the Secretary of State of the State of Illinois.

B. The Company was formed for purposes of providing parking and transportation services and any lawful act or activity in which a limited liability company may engage under the laws of the State of Illinois.

C. The members of the Company desire to enter into this Agreement in order to set forth their respective rights and obligations in regard to the ownership, management and governance of the Company.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree as follows:

1. **General.**

(a) **Name.** The name of the Company shall be CPS Chicago Parking, LLC, and the business of the Company shall be conducted under that name, or such other name or names (including assumed names) as the Manager (as defined below) shall hereafter designate.

(b) **Members; Manager; Certain Definitions.** As used herein, the term "Members" shall mean each member of the Company. As used herein, the term "Manager" shall mean CPS and Gomez, and/or any person or entity which may in the future be elected as an additional or substitute manager of the Company in accordance with Section 11. As used herein, "Requisite Members" shall mean Members (including their Permitted Transferees (as defined in Section 12(b)), holding 85% or more of the Units. As used herein, "Affiliate", as applied to any person or entity, means any other person or entity which controls that person or entity, is under common control with that person or entity, or which is controlled by that person or entity; and "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person or entity through voting securities, contract or otherwise.

(c) Principal Office; Registered Agent and Registered Office. The address of the Company's principal office is One North LaSalle Street, Suite 1650, Chicago, Illinois 60602. The Company's registered agent in the State of Illinois, and the office of such registered agent, is Paul K. Morton, c/o Greenberg Traurig, P.C., 77 W. Wacker Drive, Suite 2400, Chicago, Illinois 60601.

(d) Applicable Law. The Company is a limited liability company organized and existing under the Illinois Limited Liability Company Act, as amended (the "Act").

(e) Term of Company. The legal existence of the Company commenced on October 3, 2003, the date the Articles of Organization of the Company were filed for record in the Office of the Secretary of State of Illinois, and shall continue in perpetuity, unless terminated as provided in this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the Members hereby agree that their various agreements and undertakings under this Agreement, and all related rights and benefits relating to this Agreement and the business of the Company, became effective as of the Effective Date.

(f) Units. Membership interests in the Company shall be denoted as, and represented by, units ("Units"). The Company's issued and outstanding Units are owned by the Members in the respective amounts indicated on Exhibit A attached hereto, as may be amended in accordance with Sections 4(a) and 18(c) from time to time.

2. Purpose. The purpose of the Company shall be to engage in the business of providing parking and transportation services, and to conduct such other lawful acts or activities for which limited liability companies may be organized under the laws of the State of Illinois.

3. Articles of Organization and Assumed Name. Subject to the express limitations set forth in this Agreement, each of the Members and each assignee of Units in the Company does hereby constitute and appoint the Manager its true and lawful attorney in fact, at any time to make, execute, sign, acknowledge, deliver, file, record or amend articles of organization, and such other instruments, registrations, license and permit applications as may be required under applicable laws of any federal, state, local or foreign governmental or municipal authority in connection with the formation, operation or termination of a limited liability company or the business to be conducted by the Company, and such other instruments as may be required to carry out the Manager's rights and duties under this Agreement.

4. Capital Contributions; Loans.

(a) Initial Capital Contributions. Each of the Members shall contribute to the capital of the Company, on the date hereof, the amount in cash or other property reflected on Exhibit A attached hereto (the "Capital Commitment"). Exhibit A shall be amended by the Manager from time to time to reflect changes in the identity of, and/or capital contributions by, the Members, including, without limitation, as a result of any Transfer (as defined in Section 12(b)) of Units or the admission or withdrawal (subject to Section 16(b)) of a Member. All capital contributions shall be reflected in capital accounts

maintained by the Company in accordance with the provisions of Treasury Regulation Section 1.704-1(b) (the "Capital Accounts").

(b) Sale of Additional Units; Loans. The Manager, with the consent of the Requisite Members, may cause the Company to raise additional capital, whether through the incurrence of debt or capital contributions, and, in the case of capital contributions, to issue Units in excess of the number issued to date as indicated on Exhibit A, or to issue warrants, options or similar rights therefor (collectively, "Additional Units"), including, without limitation, Additional Units or options therefor issued or granted to employees of the Company or its Affiliates. Each Member shall have a preemptive right, but not the obligation, to contribute additional funds to the Company as debt or equity capital, in each instance in which the Manager determines that the Company should raise additional capital (which determination shall require the consent of the Requisite Members). Any loans to the Company made or obtained by a Member or its Affiliate, as approved per this Section 4(b), shall bear interest at the actual average rate of interest paid by such Member or its Affiliate to its lenders.

5. Units and Distributions.

(a) Units. As indicated in Section 1(f), the membership interests of the Members in the Company shall be represented by Units. By reason of the application of other provisions of this Agreement, including Sections 4(b) and 7, the attributes of each Unit may or may not be identical.

(b) Distributions. Distributions shall be made to the Members pro rata in accordance with their ownership of Units, pursuant to Section 6.

(c) Certificates. The Company may, but shall not be required to, issue certificates representing the Units. Units may be transferred only upon the transfer of the certificates representing Units, if any, duly endorsed, and the Company shall maintain a ledger on which the ownership of all Units, and all transfers of Units, shall be recorded, and no transfer of Units shall be effective as against the Company unless such transfer is recorded on such ledger. All such certificates shall bear a legend indicating the restrictions on transfer imposed by this Agreement in such form as the Manager shall designate.

6. Time and Nature of Distributions. The Manager shall have the right to determine whether, and to what extent, distributions shall be made by the Company to the Members under Sections 5(b) and 15(b)(ii), and to determine a record date for ownership of Units entitled to receive any such distributions. No Member shall be entitled to a return of its capital contribution except in accordance with the express provisions of this Agreement. It is not contemplated that distributions in kind will be made during the term of the Company except after dissolution, but such distributions may be made if, in the discretion of the Manager, it is deemed in the best interests of the Company that a distribution in kind be made in lieu of cash. The Company may not make distributions pursuant to Sections 5 or 7 to the extent the Company is prohibited from making distributions by the terms of covenants set forth in the Company's agreements with its lenders or other contracts from time to time, if any.

7. Tax Distributions; Other Tax Matters.

(a) In General. The Company shall maintain a Capital Account for each Member in accordance with the provisions of Treasury Regulation Section 1.704-1(b). Except as limited under the last sentence of Section 6, at least ten (10) business days before each date prescribed by the Internal Revenue Code of 1986, as amended (the "Code"), for individuals to pay installments of estimated tax, the Company shall distribute to the respective Members, in proportion to their respective shares of the taxable income allocated (or estimated to be allocable) to the Members for the taxable year, an amount of cash equal to the Estimated Tax Amount (as defined below) for the portion of the taxable year with respect to which such distribution is being made. If (x) the aggregate amount of such distributions with respect to any taxable year is less than (y) the Company's Tax Amount (as defined below) for such taxable year, the Company shall distribute an amount of cash equal to the balance of such Tax Amount ("Shortfall Distributions") to the Members in proportion to each Member's share of such deficit of (x) compared to (y). The Company shall use its best efforts to make such Shortfall Distributions at, on or before the date prescribed by the Code (without extensions) for individuals to file federal income tax returns.

(b) Tax Distribution Amount. The Company's "Tax Amount" for a taxable year shall be an amount equal to the amount determined by multiplying:

- (i) the Company's net income for federal income tax purposes for such period, by
- (ii) the sum of the maximum marginal federal and state income tax rates applicable to individual residents of the State of Illinois for such period;

but in no event shall the Tax Amount be less than the amount required to avoid penalties under the applicable "safe harbor" provisions of the Code, assuming (for purposes of such calculation) that the net income allocable to any Member is the only income of such Member for such period (the "Minimum Amount"). If the Company is required under applicable federal or state tax laws to withhold amounts from distributions (as distinguished from guaranteed payments), the amounts in respect of such tax withholding on distributions from the Company for which Members (or owners directly or indirectly of such Members) are credited under applicable tax law shall be credited against payments of the Tax Amount to such Members. The Company's Tax Amount shall be determined initially by the Manager on the basis of figures set forth on IRS Form 1065 filed by the Company and the similar state or local forms filed by the Company, but shall be subject to subsequent adjustment pursuant to audit, litigation, settlement, amended return, or the like. The Company's "Estimated Tax Amount" for a taxable year (or fiscal period) shall be the Company's Tax Amount for such taxable year (or fiscal period) as estimated from time to time by the Manager, but in no event less than the Minimum Amount. In making such estimate, the Manager shall take into account amounts shown on IRS Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year, and other adjustments as in the reasonable business judgment of the Manager are necessary or appropriate to reflect the estimated

operations of the Company for the taxable year (or fiscal period). Any distribution pursuant to Section 7(a) made to a holder of Units shall be treated as a distribution under Section 6 and shall be taken into account in determining the amount of future distributions with respect to such Unit.

(c) Allocations. Company items of income, gain, loss, deduction, basis adjustment, and the like for any taxable year shall be allocated among the Members for tax purposes in the manner, in accordance with the Members' respective ownership of Units, subject to the remainder of this Section 7(c). In accordance with Code section 704(c) and the regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (as defined herein), computed in accordance with subparagraph (i) of the definition thereof. In the event the Gross Asset Value of any Member's asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code section 704(c) and the regulations thereunder. Any elections or other decisions relating to Code section 704(c) allocations shall be made by the Manager with the prior written consent of the Requisite Members, in any manner consistent with the Code that reasonably reflects the purposes and intent of this Agreement. "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager, provided that if the Manager is the contributing Member, the determination of the fair market value of the contributed asset shall require the prior written consent of the Requisite Members.

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager with the prior written consent of the Requisite Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of non-cash property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however that adjustments pursuant to clauses (a) and (b) above shall be made only if such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Manager, provided that if the distributee is the Manager, the determination of the fair market value of

the distributed asset shall require the prior written consent of the Requisite Members; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code section 734(b) or Code section 743(b), but only to the extent that such adjustments are taken into account in determining capital accounts pursuant to Regulations section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent it is determined that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii), or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing profits and losses allocable to the Members.

(d) Determinations. All tax and accounting determinations shall be made reasonably and in good faith by the Manager for the benefit of all Members. The Manager, in its discretion, may make or decline to make, or may revoke or seek to revoke, any election which the Company may make under the tax laws, including the election provided by section 754 of the Code. Unless otherwise required by law, the tax matters "partner" within the meaning of section 6231(a)(7) of the Code shall be the Manager.

(e) Replacement Tax. In the event that any Illinois Personal Property Tax Replacement Income Tax imposed upon the Company is reduced by reason of the membership in the Company of any Member, no part of the expense of the Company for such tax shall be allocated to such Member, and an amount equal to the reduction attributable to such Member shall be distributed to such Member. Such distribution shall be made under principles similar to the principles set forth in Section 7(a). Similar principles shall apply in the event other similar taxes are imposed on the Company as an entity.

8. Management

(a) In General. The Manager shall manage the business, affairs and properties of the Company. Except as expressly provided in this Agreement and for decisions which require the vote or approval of members under the Act (which shall require the vote or approval of the Requisite Members), all decisions relating to the management and control of the conduct of the business of the Company, including, but not limited to, the opening of bank accounts; the hiring of employees and independent contractors to perform services for the Company, and the establishment of compensation for same; the purchase of insurance (including key man insurance and directors' and officers' insurance); the entry into agreements and contracts; the sale, disposition, trade or exchange of assets of the Company in the ordinary course of the Company's business;

and the selection of brokers, attorneys, accountants, appraisers and agents; shall be made by the Manager, provided that the day-to-day administration of the business of the Company may be in the hands of employees, officers, management companies or agents designated by the Manager, who need not be Members. No person dealing with the Manager, including, without limitation, the Company's lender(s), shall be required to determine (i) the Manager's authority to make any undertaking on behalf of the Company, (ii) the necessity for Requisite Member approval for such undertaking or (iii) any other fact or circumstance bearing upon the existence of such authority. CPS shall be the senior Manager and as such shall have all of the powers, authority and responsibility of a manager of a limited liability company, including the powers, authority and responsibilities set forth in this Agreement. Gomez shall be an operating Manager and as such shall be subject to the supervision and direction of CPS, in regard to day-to-day affairs relating to the following matters: overseeing project directors, subcontractor relations, relations with governmental instrumentalities with whom the Company conducts business, relations with unions and union representatives with whom the Company conducts business, and such other matters as may be agreed upon from time to time by CPS and Gomez.

(b) Expenses. The Company shall reimburse or assume any reasonable out-of-pocket expenses or liabilities paid or incurred by the Manager and any officers or employees of the Company for or on behalf of the Company, in their performance of management and employment services on behalf of the Company.

(c) Officers. Unless prohibited under the Act, and subject to the remainder of this Section 8(c), officers of the Company may be chosen and removed from time to time by the Manager and may consist of one or more of the following positions: president, vice president, treasurer, assistant treasurer, secretary and assistant secretary. Any number of offices may be held by the same person. The following offices shall be occupied by appointees of the Manager as follows: Emanuel Eads (Chairman); Alan Kahn (President); Mike Tepper (Vice President); Mark Shapiro (Chief Financial Officer); and Ben Parrish (Secretary). The following offices shall be occupied by appointees of Gomez: Armando Gomez (Vice Chairman); and Maria Gomez (Vice President). The authority and responsibilities of the officers of the Company are set forth on Exhibit B attached hereto, as the same may be amended from time to time by the Manager. The officers of the Company shall hold office until their successors are chosen and qualify. No officer shall be removed from office without the approval of the party herein authorized to appoint same.

(d) Extraordinary Actions. The Manager shall not engage in or undertake any of the following actions without the prior written consent of the Requisite Members:

(i) the acquisition by the Company of, or the Company's investment in, the equity, assets or business of any other person or entity, the sale of all or substantially all of the Company's assets, or a merger or other business combination involving the Company;

(ii) the Company's electing to exercise any purchase option pursuant to Section 13, if the Transferor is CPS or its Permitted Transferee;

(iii) the Company's entry into any transaction or agreement (written or verbal) with an Affiliate, or the termination or material modification of any such agreement; or

(iv) a material change in the nature or scope of the Company's business.

(e) Limitation on Member Participation. The Members, in their capacity as Members, shall in no way participate in the management and control of the conduct of the Company's business and shall have no right, power or authority to act on behalf of or in the name of the Company, or at any time bind the Company. A Member shall not be deemed to participate in the management or control of the business solely by virtue of possessing or exercising any of the rights or powers of the Members hereunder this Agreement.

(f) Performance Bond. In the event the Company obtains a performance bond in connection with its operations, Manager shall be paid an annual guarantee fee by the Company equal to 2% of the bonded or guaranteed amount per year.

9. Exculpation and Indemnification.

(a) Exculpation. No Manager (and no successor or assignee of a Manager), and no Member, director, officer, employee or agent of the Company or of a Manager (or a successor or assignee of a Manager) (a "Covered Person"), shall be liable to the Company or any other Member for any expenses, damages or losses arising out of the performance or non-performance of its or his duties for the Company other than those expenses, damages or losses directly attributable to such Covered Person's not acting in good faith and in a manner that he or it reasonably believed to be in the best interests of the Company.

(b) Indemnification.

(i) The Company shall indemnify any person or entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company or the Members generally, in which case the Company shall not be obligated to, but may, provide such indemnification) by reason of the fact that he or it has or had the status of a Covered Person, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, Company, joint venture, trust or other enterprise, against expenses (including attorneys' fees and costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or it in connection with such action, suit or proceeding to the extent (A) such person or entity acted in good faith and in a manner that he or it reasonably believed to be in the best interests of the Company, and (B) with

respect to any criminal action or proceeding, such person or entity had no reasonable cause to believe his or its conduct was unlawful.

(ii) Expenses incurred by a Covered Person in defending a civil or criminal action, suit or proceeding may, in the discretion of the Manager, be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall ultimately be determined that he or it is not entitled to be indemnified by the Company as authorized in this Section 9(b). The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Section 9(b) shall continue as to any person or entity who has ceased to have the status of a Covered Person and shall inure to the benefit of the heirs, representatives, successors and assigns of such person or entity.

(c) Reliance. The Manager (and their successors and assignees), directors and officers of the Company or a Manager (or its successors and assignees) may consult with counsel, accountants or other independent consultants in respect to Company affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel, accountants or other independent consultants, provided that they shall have been selected with reasonable care.

10. Books and Records; Accounting.

(a) Books and Records. Full and complete books and records of the Company shall be kept and maintained at all times for the Company at its offices or, subject to the provisions of the Act, at such other place or places as the Manager may from time to time determine. Such books and records shall be available for inspection and copying by any Member or its professional advisors during business hours, upon reasonable prior written notice from such Member. The accountants for the Company shall be a firm of certified public accountants selected by the Manager. The Manager shall, in consultation with the Company's accountants, determine the basis on which the Company's books shall be maintained. The fiscal year of the Company shall be October 1 through and including September 30. As soon as practicable after the end of each calendar quarter and year, the Manager shall cause the Company to furnish to each Member, at the expense of the Company, a balance sheet, a statement of income and expenses, and a statement of member's equity in the Company as of and for the quarter or year then ended. Such statements shall be prepared at the expense of the Company by an independent certified public accountant selected by the Manager. Also, the Manager shall cause the Company to furnish to each Member a report containing information with respect to the Company to be used in preparing the federal and state income tax returns of the Members.

(b) Bank Accounts. Funds of the Company shall be used only for Company purposes and shall be deposited in such accounts in banks or other financial institutions as may be established from time to time by the Manager.

11. Admission of Substitute or Additional Members or Managers. Notwithstanding anything to the contrary that may be expressed or implied in this Agreement (except as set forth in this Section 11), no person shall be admitted into the Company as an additional or substituted Manager or Member without the prior express written consent of the Manager and the Requisite Members. An assignee or other holder of a membership interest not admitted into the Company as an additional or substituted Manager or Member shall have the rights only of an assignee. If any Manager shall cease to be a Manager, one or more successor managers of the Company may be appointed by the Requisite Members or their personal representatives.

12. Transfer of Units.

(a) General Limitation. No Units (which, for purposes hereof, shall include the economic interest in the Company represented by the Units held by a Member, an assignee or other holder of a membership interest) may be "Transferred" (as defined in Section 12(b)), including a Transfer to the Company, except as specified in this Agreement. Any purported Transfer of Units in violation of this Agreement shall be null and void and of no force and effect.

(b) Definitions. For purposes of this Agreement, (i) "Transfer" means any transfer, sale, assignment, pledge, encumbrance or other disposition, irrespective of whether any of the foregoing are effected voluntarily or involuntarily, by operation of law or otherwise, or whether inter vivos or upon death; (ii) "Transfer Notice" means a notice of a proposed Transfer; (iii) "Permitted Transferee" means a person to whom Units are Transferred pursuant to and in compliance with the provisions of subsection (c) below; and (iv) "Family" mean a spouse or descendant or ancestor of a Member, a spouse of such a descendant or ancestor, or a custodian under the Uniform Transfers to Minors Act for, or a trustee of a trust primarily for the benefit of, one or more of the foregoing and/or said Member.

(c) Permitted Transfers. Anything contained in this Agreement to the contrary notwithstanding:

(i) Units may be Transferred by a Member with the prior written approval of the Manager and the Requisite Members.

(ii) Units may be Transferred in the following circumstances, with the prior written consent (not to be unreasonably withheld) of the Company and a majority in interest of the non-Transferring Members, for Transfers under the following clauses (A), (B), (C) and (F): (A) by a Member who is an individual or a Permitted Transferee of said Member to any member of said Member's Family; (B) by a Member which is a corporation or other entity to an Affiliate of such Member or to a Member of the Family of such Affiliate; (C) by a Permitted Transferee of a Member to another Permitted Transferee of said Member or to the Member who Transferred such Units to said Permitted Transferee; (D) to the personal representative of a Member or Permitted Transferee who is deceased or adjudicated incompetent; (E) by the personal representative of a Member or a Permitted Transferee of said Member who is deceased or adjudicated incompetent

to any member of said Member's Family; or (F) upon termination of a trust or custodianship which is a Permitted Transferee, by the trustee of such trust or the custodian of such custodianship to the person or persons who, in accordance with the provisions of said trust or custodianship, are entitled to receive the Units held in trust or custodianship, provided, however, that any Transfer of Units to a spouse in contemplation of, or in connection with, a divorce settlement shall not be a Permitted Transfer for purposes of this Agreement. Notice of a Transfer proposed to be made under this Section 12(c)(ii) shall be given by the Transferor to the Company and the non-Transferring Members at least fifteen (15) days prior to the proposed Transfer; and

(iii) Units may be transferred by a Member to the Company's institutional lender(s) for collateral security purposes, and by the Company's lender(s) in foreclosure of its security interest in such Units.

A person or entity to whom Units are transferred pursuant to this Section 12(c) shall have the rights only of an assignee of a membership interest, unless admitted as a Member in accordance with Section 11 hereof. Units Transferred pursuant to this subsection (c) shall be subject to all restrictions on Transfer and all other agreements, provisions, terms and conditions which are contained in this Agreement, and Transferees of such Units shall have the obligations described in Section 13(i) hereof.

(d) Additional Limitations on Transfer. Any other provision contained elsewhere in this Agreement to the contrary notwithstanding (including, without limitation, Section 12(c)), a Transfer of Units shall not be valid or of any force or effect:

(i) if due to such transfer (A) the Company would, or, in the judgment of the Manager, based upon the advice of counsel, may, be required to register as an investment company under the Investment Company Act, or (B) the underlying assets of the Company would be deemed to be assets of a benefit plan investor, as determined under Title 29 of the Code of Federal Regulations, Section 2510.3-101; or

(ii) without the written consent of the Requisite Members (excluding, for this purpose, the Units of the transferor and his Permitted Transferees), if a termination of the Company would result pursuant to section 708(b)(1)(B) of the Code, except as may result from a Transfer pursuant to Section 13.

(e) Transfer of Units. Any person or entity to whom Units are Transferred shall execute and deliver, as a condition to such Transfer, all documents as are deemed reasonably necessary by the Company, in consultation with its counsel, to evidence such transferee's acceptance of, and agreement with, the obligations with respect to Units contained in this Agreement, and shall also make appropriate investor representations and warranties.

13. Rights of First Offer; Tagalong Rights.

(a) Transfers of Units. Except for Units Transferred by the Company, no Units shall be Transferred, except as may be required by or permitted pursuant to the provisions of Section 12, unless such Transfer is made in full compliance with the provisions of this Section 13.

(b) Transfer Notice; Options. In the event of any proposed Transfer of Units not permitted pursuant to the provisions of Section 12, the proposed transferor ("Transferor") shall serve a Transfer Notice upon the Company and each Member. Each Transfer Notice shall contain a description of the principal terms of the proposed Transfer. The service of a Transfer Notice with respect to Units by a Member ("Transferor") shall create:

(i) an option in the Company (exercisable by service of written notice upon the Transferor, his Permitted Transferees and each other Member, within the thirty (30) day period next following the date of service of the Transfer Notice, to purchase all or any portion of the Units described in the Transfer Notice, for a purchase price and on the terms therein contained; and

(ii) an option in each of the other Members (exercisable by service of written notice upon the Transferor, his Permitted Transferees, the Company and each of the other Members, within the ten (10) day period next following the expiration of the thirty (30) day period provided for in subsection (i) of this Section 13(b)), to purchase all or any portion of the Units described in the Transfer Notice which were not purchased by the Company, at the price and on the terms therein contained.

Each person exercising an option pursuant to Section 13(b), other than the Company, is herein referred to as a "Purchaser."

(c) Fair Market Value Defined. For the purposes of Section 13(j) below, the "Fair Market Value" shall be (x) the fair market value of the entire equity of the Company, calculated as defined below as of the relevant date, without discount for lack of liquidity or minority interest, multiplied by (y) the percentage of Units owned by the selling Member and his Permitted Transferees. Fair Market Value will be defined as the Net Income (as defined below) of the Company for each twelve (12) month period following the occurrence of an event (the date of such event, a "Trigger Date") giving rise to an obligation on the Company's part to purchase Units under Section 13(j) (each such twelve (12) month period, a "Measuring Year"). Net Income for purposes of this Section 13 shall be equal to the net income of the Company, determined in accordance with generally accepted accounting principles, consistently applied, and consistent with CPS's historical practices in this regard.

(d) Joint and Multiple Exercise of Options. If, pursuant to the applicable provisions of Section 13(b), more than one Purchaser exercises an option to purchase Units, and if the options which are so exercised by the Purchasers call for the purchase, in

the aggregate, of more than the number of Units set forth in the Transfer Notice for which options may then be exercised, the Purchasers shall purchase the Units which are purchasable by them in proportion to the ownership of Units by the Purchasers and their Permitted Transferees.

(e) Exercise of Options for Less than All of the Units. If the options exercised pursuant to this Agreement call for the purchase, in the aggregate, of less than all of the Units sought to be Transferred, then, at the election of the Transferor (exercised by the service of written notice of such election upon the Company and each person exercising an option within ten (10) days next following the expiration of the last period in which such options may be exercised), the exercise of such options shall be deemed null and void and treated, for purposes hereof (including, without limitation, Section 13(g) below), as if said options had not been exercised.

(f) Transfer if Options not Exercised. If none of the options provided for in this Section 13 are exercised, or if options are deemed pursuant to Section 13(e) not to have been exercised, or if options for less than all Units described in the Transfer Notice are exercised and such options are not deemed pursuant to Section 13(e) to have been exercised, then, during a period of ninety (90) days beginning on the day following the date of expiration of the last applicable option period, the Transferor may Transfer a number of Units equal to the number of Units specified in the Transfer Notice as to which such options have not been exercised (other than Units for which options have been exercised, which options which have been deemed pursuant to Section 13(e) not to have been exercised), but only at not less than 95% of the price, and on terms and conditions no more favorable to the purchaser, than were set forth in the Transfer Notice. Any person to whom the Transferor Transfers Units which are not purchased or to be purchased pursuant to the options exercised under Section 13(b) is herein referred to as a "Transferee." After expiration of the ninety (90) day period provided in this subsection (f), the Transferor shall not Transfer all or any portion of the Units referred to in the Transfer Notice without again serving a Transfer Notice and complying with all of the provisions of this Section 13.

(g) Closing of Purchase of Units Pursuant to Options. In the event that any option under Section 13(b) is exercised, delivery of properly endorsed assignments with respect to the Units to be Transferred shall be made by the Transferor, against payment therefor, at the principal office of the Company, on the date which is 15 days after the date of expiration of the last option which is exercisable by virtue of the service of the Transfer Notice, unless a different time or place is agreed upon by the parties to such transaction.

(h) Effect of Units in Hands of the Transferee. Units which are Transferred to a Transferee shall thereafter continue to be subject to all restrictions on Transfer which are contained in this Agreement, and, without limiting the generality of the foregoing, the Transferee must comply with the provisions of this Section 13 if he shall propose to Transfer any such Units. Unless such person or entity is already a Member at the time of the Transfer, a person or entity to whom Units are Transferred pursuant to Section 12 or

13 shall have the rights only of an assignee of a membership interest, unless admitted as a Member in accordance with Section 11.

(i) Tag-Along Rights and Obligations. Anything contained in this Agreement to the contrary notwithstanding, if any Member, acting alone or in concert with other Members, assignees or Permitted Transferees (collectively, the "Control Sellers") shall propose to Transfer (including a proposed Transfer under Section 13(b)), to a purchaser or related group of purchasers (other than Permitted Transferees of any of the foregoing), in a single transaction or related series of transactions, such number of Units as equals or exceeds twenty percent (20%) of the then outstanding Units, each Member who is not a Control Seller and his Permitted Transferees (each, a "Non-Control Holder") shall have the right to require, as a condition of said Transfer, that the purchaser or purchasers purchase, on the same terms and conditions and at the same price per Unit as the proposed sale by the Control Sellers, that percentage of each Non-Control Holder's Units as equals the percentage of all Units owned by all Control Sellers in the aggregate which are included in the transaction, whereupon the Control Sellers shall cause the purchaser or purchasers to so purchase the Units of the Non-Control Holders, and the Non-Control Holders shall sell such Units.

(j) Purchase and Sale of Units of Gomez. At the election of Gomez or his personal representative at any time, and for any reason, exercisable by written notice to the Company (a "Put Notice"), which election cannot be effective prior to the fourth (4th) anniversary of the Effective Date (the later of the date of such election or the fourth (4th) anniversary of the Effective Date will be a Trigger Date), Gomez and/or his Permitted Transferees may sell, and the Company shall purchase, all or any portion of their Units, for the Fair Market Value of such Units. Within thirty (30) days of the Put Notice, the Company shall deliver to Gomez or his personal representative a statement detailing its estimates of the amounts projected under Section 13(c), (A) with respect to the first Measuring Year (the "Estimated First Year Amount"), and (B) with respect to the first, second, third and fourth Measuring Years, the amounts so projected, broken out by Measuring Year, multiplied by fifty percent (50%), and discounted to present value from the originally scheduled payment date back to the actual date of payment at a rate of 7.5% per annum (the "Buyout Amount"). If the Estimated First Year Amount or Buyout Amount, as applicable, is acceptable to Gomez or his personal representative, as indicated by him or his personal representative in writing to the Company, the purchase and sale of Units pursuant to the Put Notice shall proceed in accordance with the remainder of this Section 13(j). If neither the Estimated First Year Amount nor the Buyout Amount, as applicable, is acceptable to Gomez or his personal representative, Gomez or his personal representative may withdraw the Put Notice, whereupon Gomez and his Permitted Transferees may retain their Units, subject to their right to deliver Put Notices in the future (but not more than one Put Notice during any 12 month period). If after giving effect to the preceding portions of this Section 13(j) Gomez and his Permitted Transferees, Gomez or his personal representative have accepted the Company's determination of the Estimated First Year Amount or the Buyout Amount, as applicable, the Company shall make the following payments to Gomez and his Permitted Transferees:

(i) If the Estimated First Year Amount has been so accepted,

(A) the Company shall pay seventy-five percent (75%) of the Estimated First Year Amount in cash to Gomez and his Permitted Transferees in exchange for the Units subject to the Put Notice, on the Unit Closing Date (as hereinafter defined). Within 45 days following the end of the first Measuring Year, the Company shall pay to Gomez and his Permitted Transferees the amount, if any, by which the actual amount of Net Income with respect to the first Measuring Year (the "Actual First Year Amount") exceeds seventy-five percent (75%) of the Estimated First Year Amount which had been paid on the Unit Closing Date. To the extent Actual First Year Amount is less than seventy-five percent (75%) of the Estimated First Year Amount, the amount of such deficiency shall be deducted from amounts otherwise payable to Gomez and his Permitted Transferees for the second Measuring Year, the third Measuring Year and the fourth Measuring Year, provided that under no circumstances shall Gomez or his Permitted Transferees be required to repay to the Company the amount of any such deficiency; and

(B) On the second, third and fourth anniversaries of the Unit Closing Date, the Company shall pay to Gomez and his Permitted Transferees, in cash, the actual amounts of Net Income with respect to the second Measuring Year, the third Measuring Year and the fourth Measuring Year, respectively, with each such payment accompanied by a written statement from the Company certifying the amount of such payment, how such amount was computed and appropriate supporting documentation.

(ii) If the Buyout Amount has been so accepted, the Company shall pay the amount thereof to Gomez and his Permitted Transferees in cash on the Unit Closing Date, and the payment of the Buyout Amount shall not be subject to adjustment based upon the actual Net Income for the Measuring Years on which the projections described above were based.

As used in this Section 13(j), "Unit Closing Date" shall mean the first business day which is forty-five (45) days from the Trigger Date. The Company's obligations to make any deferred payments under Section 13(j)(i) shall be secured by a first priority pledge to Gomez and his Permitted Transferees of the Units purchased by the Company, to be set forth in a pledge and security agreement in form and substance reasonably acceptable to Gomez or his personal representative.

14. Confidentiality, Exclusivity, Withdrawal.

(c) Confidentiality. Each Member shall use commercially reasonable efforts to keep all confidential and proprietary information of the Company confidential, subject to customary exceptions.

(b) Exclusivity. Gomez agrees that until the earlier of the date on which he ceases to own Units or the Unit Closing Date, neither he nor any partnership or

corporation in which he owns a percentage interest of five percent or more shall be involved in any fashion whatsoever in the acquisition, ownership, leasing or management of any parking facility in the Greater Chicago area without the specific written approval of CPS, provided that the foregoing shall not preclude Gomez from owning a direct or indirect, passive interest in businesses which have parking facilities so long as Gomez has no involvement in the parking-related aspects of such business on behalf of the owner, lessee, lessor or parking operator and has no involvement in the selection of the parking operator. Breach of this provision by Gomez shall entitle CPS to (i) terminate Gomez's role as Manager and any other business activities of Gomez on behalf of the Company, effective upon written notice to Gomez describing the breach in reasonable detail (it being understood and agreed that the giving of such notice shall not preclude Gomez from contesting the allegations set forth therein and such purported termination), (ii) seek injunctive relief and/or (iii) collect actual monetary damages. CPS agrees that it shall consult with Gomez regarding all opportunities in the Greater Chicago area for which CPS intends to utilize the services of consultants and other third parties in an effort to capitalize on such opportunities, provided that CPS shall not be obligated to conduct any business which results from particular opportunities through the Company unless the services of Gomez are utilized by CPS or the Company to initially procure such business or to maintain or service such business after its inception. Once an operation is booked through the Company, such operation shall continue to be conducted exclusively through the Company notwithstanding the activities of Gomez in regard thereto following the initial booking. From time to time upon the request of Gomez, the Company and CPS shall provide to Gomez (i) a written schedule of business operations in the Greater Chicago area conducted through the Company, and (ii) written confirmation of whether specific operations in the Greater Chicago area are being conducted by CPS or its affiliates other than through the Company, including copies of any agreements to which CPS or the Company are a party relating to any of the foregoing. It is agreed and understood that Gomez and its principals have other business interests and as such shall not be required to perform services on behalf of the Company either on a full-time basis or in terms of other particular time requirements.

(c) Injunctive Relief. Each Member specifically recognizes that any breach of this Section 14 by the Member will cause irreparable injury to the Company and the other Member and that actual damages may be difficult to ascertain, and in any event, may be inadequate. Accordingly, the Member agrees that in the event of any such breach, the Company and the other Member shall be entitled to specific performance and/or injunctive relief in addition to any and all other legal and equitable remedies that may be available, without the necessity of posting a bond or providing other security.

(d) Withdrawal and Dissociation. Any Member who withdraws or dissociates from the Company without the prior written consent (which may be withheld for any reason or for no reason) of the Members or their personal representatives owning 51% or more of the Units (excluding the Units of the withdrawing and dissociating Member and the Units of his Permitted Transferees), other than in connection with a Transfer in accordance with Sections 12 or 13 of this Agreement, shall be deemed to have withdrawn and disassociated from the Company, wrongfully. No Member who withdraws and dissociates from the Company wrongfully, as described in the preceding sentence, shall

be entitled to have his Units repurchased by the Company or to otherwise receive a return of capital or other payment from the Company as a result of such withdrawal and dissociation, under Section 35-60 of the Act or otherwise. A Transfer permitted or required under the express terms of this Agreement shall not be deemed to be a wrongful dissociation and withdrawal hereunder.

15. Dissolution of the Company.

(a) Dissolution Events. The Company shall be dissolved on the occurrence of any of the following events:

(i) Upon the written agreement of the Requisite Members;

(ii) Upon the sale or other disposition of substantially all of the property belonging to the Company;

(iii) Upon the withdrawal, dissolution, liquidation, adjudication as a bankrupt, termination, retirement, death or insanity (the occurrence of any such event is herein referred to as a "Withdrawal") of the last remaining Manager unless, within ninety (90) days after such Withdrawal, Members holding 51% or more of the Units agree in writing to continue the business of the Company and, if necessary, to appoint a substitute Manager; or

(iv) As otherwise provided by law.

(b) Application of Assets. The assets of the Company on winding-up shall be applied first to the expenses of the winding-up, and thereafter all of the remaining assets of the Company shall be distributed in the following order:

(i) To creditors, including any Member who is also creditor, in the order of priority as provided by law; and

(ii) To the Members, in accordance with the balances in their respective Capital Accounts.

The Manager shall establish a liquidating trust to which the Company's assets shall be transferred, as appropriate in order to provide for the orderly discharge of the Company's liabilities (including, without limitation, contingent liabilities and disputed claims), and the distribution of the Company's net assets, if warranted under the circumstances.

16. Investment Objectives.

(c) Representations and Warranties. Each of the Members acknowledges that the Company interest acquired by him has not been registered under federal or state securities laws. Each Member warrants and represents that he or it will not sell or dispose of his or its Company interest except in compliance with applicable federal and state securities laws.

(d) Additional Undertakings. Anything herein contained to the contrary notwithstanding, no Member, substituted or additional Member or assignee of a Company interest shall have the right to sell or otherwise dispose of his interest in the Company, or any portion thereof, including the right to receive any profits or distributions of the Company or any interest in its assets, until (i) such person shall supply to the Company a warranty and representation substantially in the form of Section 16(a) executed by the person or persons who shall receive such interest upon such sale or disposition and (ii) the Company shall, if it shall so desire, have received from its counsel an opinion that such proposed sale or disposition will not be in violation of federal or state securities laws.

17. Notices.

Notices to the Company or to another Member shall be addressed:

(e) If to the Company or CPS:

Central Parking Corporation
2401 21st Ave. S
Nashville, TN 37212
Attention: Monroe Carell, Jr.

With a copy to

Central Parking System, Inc.
One N. LaSalle
Suite 1650
Chicago, IL 60602
Attention: Alan Kahn

(b) If to Gomez:

Gomez Transportation LLC
120 North LaSalle Street
Suite 1550
Chicago, Illinois 60601
Attention: Armando Gomez

With copy to:

Greenberg Traurig, P.C.
77 W. Wacker Drive
Suite 2400
Chicago, IL 60601
Attention: Paul K. Morton, Esq.

All notices shall be in writing and shall be given, and deemed to have been duly served, if hand-delivered or sent by facsimile (if promptly confirmed by mail) or mailed postage prepaid,

registered or certified, by United States mail, return receipt requested, addressed as aforesaid. Notices shall be deemed served, if hand-delivered, when delivered; if sent by facsimile, upon receipt; and if mailed, three (3) days after deposit in the mail. The Company or a Member at any time may change any address for notices by delivering or mailing, as prescribed in this Section, a notice announcing the change and setting forth the changed address.

18. Miscellaneous.

(f) Headings; Pronouns. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or corporation may require in the context thereof.

(g) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

(h) Amendments. Except as otherwise provided in this Agreement, this Agreement may be amended only by the Manager and the Requisite Members (including Units held by their Permitted Transferees); provided, however, that no amendment which has, or will have, a material adverse effect upon a Member shall be effective without the prior written approval of any such Member. Notwithstanding the foregoing, in the event the Manager sells or issues Additional Units pursuant to Section 4(b), this Agreement may be amended by the Manager to reflect the identity of such additional Member(s), or any changes in this Agreement necessary or appropriate as a result of such sale or issuance.

(i) Non-Waiver. The failure of any party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition of this Agreement and no waiver shall be effective unless such waiver is contained in a writing signed by or on behalf of all parties. The remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law.

(j) Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, negotiations or representations with respect to the subject matter hereof not expressly set forth herein or therein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and, only to the extent permitted herein, assigns.

(k) Governing Law; Counterparts. This Agreement shall be governed by the laws of the State of Illinois, including the provisions of the Act. This Agreement may be executed in multiple counterparts. Each of such counterparts shall for all purposes be deemed to be an original and all shall together constitute a single instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CENTRAL PARKING SYSTEM, INC.

By: 
Name: ARON KATIN
Its: SENIOR VICE PRESIDENT

GOMEZ TRANSPORTATION, LLC

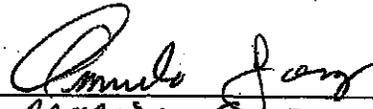
By: 
Name: ARMANDU GOMEZ
Its: PRESIDENT

EXHIBIT A
TO
OPERATING AGREEMENT FOR
CPS CHICAGO PARKING, LLC

UNITS OUTSTANDING; CAPITAL COMMITMENTS

<u>Member</u>	<u>Units</u>	<u>Capital Commitment</u>
Central Parking System of Illinois, Inc.	7,000	\$ 700
Gomez Transportation, LLC	<u>3,000</u>	<u>\$ 300</u>
TOTALS:	10,000	\$1,000

EXHIBIT B
TO
OPERATING AGREEMENT FOR
CPS CHICAGO PARKING, LLC
RESPONSIBILITIES OF OFFICERS

1. The Chairman shall be the senior-most executive officer of the Company, and shall have such powers and duties as are incident to such office and such other powers and duties as the Manager may from time to time prescribe. He may execute, on behalf of the Company, contracts, deeds, mortgages, bonds, or other instruments. The Vice Chairman shall have such powers and duties as are incident to such office and such other powers and duties as the Manager may from time to time prescribe.

2. The President shall have general and active management of the business of the Company, subject to the authority and direction of the Manager and the Chairman. He may execute, on behalf of the Company, contracts, deeds, mortgages, bonds or other instruments which the Manager or the Chairman have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Manager or the Chairman to an officer other than the President.

3. The Vice Presidents, if there be any, shall perform such duties and have such powers as the Manager or the President may from time to time prescribe.

4. The Treasurer shall have the custody of the Company's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager or the President.

5. The Assistant Treasurer shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Manager or the President may from time to time prescribe.

6. The Secretary shall record all the proceedings of the meetings of the Company and of the Manager in a book to be kept for that purpose, and shall perform such other duties as may be prescribed by the Manager or the President.

7. The Assistant Secretary shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Manager or the President may from time to time prescribe.

**AMENDMENT TO OPERATING AGREEMENT
OF CPS CHICAGO PARKING, LLC**

This Amendment to Operating Agreement, dated May 1, 2010, is the first amendment to that certain Operating Agreement for CPS Chicago Parking, LLC (the "Company") dated January 1, 2003 between Central Parking System, Inc. ("CPS") and Gomez Transportation, LLC ("Gomez").

All capitalized terms contained herein shall have the same meaning as set forth in the Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

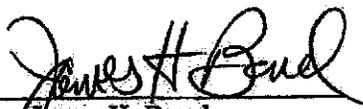
Section 8(c) of the Operating Agreement is to be amended to read as follows:

(c) **Officers.** Unless prohibited under the Act, and subject to this Section 8(c), officers of the Company may be chosen and removed from time to time by the Manager. Any number of offices may be held by the same person. The following offices shall be occupied by appointees of the Manager as follows: James Marcum (Chairman); James H. Bond (President); LaRay Brown (Vice President); Johann Manning Jr. (Vice President); and Henry J. Abbott (Secretary). The following offices shall be occupied by appointees of Gomez: Armando Gomez (Vice Chairman); and Maria Gomez (Vice President). The authority and responsibilities of the officers of the Company are set forth in Exhibit B of the Operating Agreement and may be amended from time to time by the Manager. The officers of the Company shall hold office until their successors are chosen and qualify. No officer shall be removed from office without the approval of the party herein authorized to appoint same.

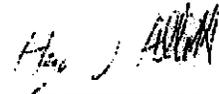
Except as modified herein, all of the terms and conditions of the Operating Agreement will remain as stated therein.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

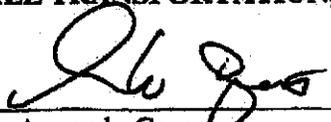
CENTRAL PARKING SYSTEM, INC.:

By: 
Name: James H. Bond
Title: Executive Vice President

Approved as to form:

By: 
Henry J. Abbott, Secretary

GOMEZ TRANSPORTATION, LLC:

By: 
Name: Armando Gomez
Title: President

**SECOND AMENDMENT TO OPERATING AGREEMENT OF
CPS CHICAGO PARKING, LLC**

This SECOND AMENDMENT TO OPERATING AGREEMENT (this "**Second Amendment**") is made and entered into as of June 10, 2014 (the "**Effective Date**"), by and between CENTRAL PARKING SYSTEM, INC., a Tennessee corporation ("**CPS**") and GOMEZ TRANSPORTATION, LLC, an Illinois limited liability company ("**Gomez**").

RECITALS:

A. CPS and Gomez are parties to an Operating Agreement dated January 1, 2003, as amended by an Amendment to Operating Agreement dated May 1, 2010 (the "**First Amendment**") (as so amended, the "**Agreement**") whereby the parties formed CPS Chicago Parking, LLC, an Illinois limited liability company.

B. CPS and Gomez desire to amend the Agreement on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein. All capitalized terms shall have the meanings set forth in the Agreement, unless defined otherwise herein.

2. **PRINCIPAL OFFICE.** As of the Effective Date, Section 1(c) of the Agreement is hereby amended by deleting such section in its entirety and substituting the following in lieu thereof:

“(c) **Principal Office.** The address of the Company’s principal office is 200 East Randolph Street, Suite 7700, Chicago, Illinois 60601, Attention Legal Department.”

3. **OFFICERS.** As of the Effective Date, Section 8(c) of the Agreement is hereby amended by deleting such section in its entirety and substituting the following in lieu thereof:

“(c) **Officers.** Unless prohibited under the Act, and subject to this Section 8(c), officers of the Company may be chosen and removed from time to time by the Manager. Any number of offices may be held by the same person. The authority and responsibilities of the officers of the Company are set forth in Exhibit B attached to this Agreement, which may be amended from time to time by the Manager in writing. The officers of the Company shall hold office until their successors are chosen and qualify. No officer shall be removed from office without the approval of the party herein authorized to appoint same.

(1) The following offices shall be occupied by appointees of CPS:

- Steven A. Warshauer ---- Chairman and President
- James F. Buczek ----- Vice President
- Vance C. Johnston ----- Treasurer
- Robert N. Sacks ----- Secretary
- Paul Perusich ----- Assistant Treasurer

- James C. Burdett ----- Assistant Secretary

(2) The following offices shall be occupied by appointees of Gomez:

- Armando Gomez ----- Vice Chairman
- Michael Gonzalez-----Vice President
- Maria E. Gomez-----Vice President”

4. **NOTICES.** As of the Effective Date, Section 17 of the Agreement is hereby amended by deleting the addresses listed for notice to the Company or CPS and to Gomez and substituting the following in lieu thereof:

“(a) If to the Company or CPS:

Central Parking System, Inc.
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

With a copy to:

Central Parking System, Inc.
Attn: Steven A. Warshauer
Executive Vice President
200 East Randolph Street, Suite 5475
Chicago, IL 60601”

(b) If to Gomez:

Gomez Transportation, LLC
Attn: Armando Gomez, President
230 West Monroe, Suite 320
Chicago, IL 60606”

5. **NO OTHER CHANGES.** Except to the extent amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

CPS:

GOMEZ:

Central Parking System, Inc.

Gomez Transportation, LLC

DocuSigned by:
Steven A. Warshauer
By: _____
90749A28822C4B1...
Steven A. Warshauer
Executive Vice President

DocuSigned by:
Armando Gomez
By: _____
588CB9AF6471463...
Armando Gomez
President

**THIRD AMENDMENT TO OPERATING AGREEMENT OF
CPS CHICAGO PARKING, LLC**

This THIRD AMENDMENT TO OPERATING AGREEMENT (this "**Third Amendment**") is made and entered into as of January 7, 2016 (the "**Effective Date**"), by and between CENTRAL PARKING SYSTEM, INC., a Tennessee corporation ("**CPS**") and GOMEZ TRANSPORTATION, LLC, an Illinois limited liability company ("**Gomez**").

RECITALS:

A. CPS and Gomez are parties to an Operating Agreement dated January 1, 2003, as amended by an Amendment to Operating Agreement dated May 1, 2010 (the "**First Amendment**") and by a Second Amendment to Operating Agreement of CPS Chicago Parking, LLC dated June 10, 2014 (the "**Second Amendment**") (as so amended, the "**Agreement**") whereby the parties formed CPS Chicago Parking, LLC, an Illinois limited liability company.

B. CPS and Gomez desire to amend the Agreement on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein. All capitalized terms shall have the meanings set forth in the Agreement, unless defined otherwise herein.

2. **OFFICERS.** As of the Effective Date, Section 8(c) of the Agreement is hereby amended by deleting such section in its entirety and substituting the following in lieu thereof:

"(c) **Officers.** Unless prohibited under the Act, and subject to this Section 8(c), officers of the Company may be chosen and removed from time to time by the Manager. Any number of offices may be held by the same person. The authority and responsibilities of the officers of the Company are set forth in **Exhibit B** attached to this Agreement, which may be amended from time to time by the Manager in writing. The officers of the Company shall hold office until their successors are chosen and qualify. No officer shall be removed from office without the approval of the party herein authorized to appoint same.

(1) The following offices shall be occupied by appointees of CPS:

• James F. Buczek-----	Chairman and President
• Patrick J. McCue -----	Vice President
• Vance C. Johnston -----	Treasurer
• Robert N. Sacks -----	Secretary
• Paul Perusich -----	Assistant Treasurer
• James C. Burdett -----	Assistant Secretary

(2) The following offices shall be occupied by appointees of Gomez:

- Armando Gomez ----- Vice Chairman
- Patricia Ramirez----- Vice President
- Maria E. Gomez----- Vice President"

3. **NO OTHER CHANGES.** Except to the extent amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first above written.

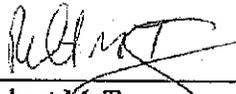
CPS:

GOMEZ:

Central Parking System, Inc.

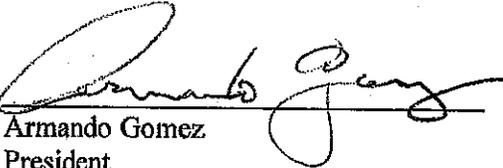
Gomez Transportation, LLC

By:



Robert M. Toy
President, Urban Operations

By:



Armando Gomez
President

**SECTION 6
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:

John E. R.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF September, 2016

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

1645-15207

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 2,046,166.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

SEP 14 2016

APPROVED AS TO FORM:

Kevin J. McBe

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