



**Experts in Fast Response Customized Security Solutions**  
**Servicing Corporate and Government Agencies**

# **TECHNICAL PROPOSAL**

## **Armed Security Guard Services For Cook County Office Of The Medical Examiner**



**Submitted by:**

**Moore Security Services, Inc.**  
**Debra Moore-German, CEO**  
**11828 South Western Ave.**  
**Chicago, Illinois 60643**  
**773-233-6023 (Phone) \* 773-233-6043 (Fax)**  
**[www.MooreSecurityServices.com](http://www.MooreSecurityServices.com)**  
**[etsacorp@aol.com](mailto:etsacorp@aol.com)**

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## Executive Summary



### **Moore Security Services, Inc.**

11828 South Western Ave.

Chicago, Illinois 60643

773-233-6023 (Phone) \* 773-233-6043 (Fax)

[www.MooreSecurityServices.com](http://www.MooreSecurityServices.com)

## EXECUTIVE SUMMARY

Moore Security Services, Inc. is pleased to submit this proposal for uniformed security services for Cook County.

**Background.** Moore Security Services, Inc. formerly known as (Eric-Tec Security Agency, Inc.) is licensed as a private security contractor agency. Our operational office is located at 11828 S. Western, Chicago, Illinois 60643. This privately held corporation provides armed and unarmed security services for both private businesses and government agencies.

**Key Requirements Analysis** Moore Security Services response to requirements:

Office Of The Medical Examiner Requirements	Moore Security Services, Inc. Response
Provide armed security guards for Cook County Office Of The Medical Examiner. One officer stationed at the front entrance. At the beginning of each workday, the security guard shall check all doors on each floor. A minimum of five periodic "roving patrols" are required daily, with additional "roving patrols" upon request of personnel of the Department.	Two primary functions of a security force are protection of life, and the protection of physical assets.  Moore Security Service always presents a vigilant well-trained security force that presents a command appearance thereby discouraging criminal activity. Deterrence is achieved because criminals will naturally avoid those facilities where the chances of getting caught are high.
Service Locations:  Office of The Medical Examiner 2121 West Harrison Street Chicago, Il. 60612	Moore Security Services have the capacity to service multiple locations simultaneously.  Our staff consist of unarmed, armed security officers, off duty Chicago Police Officers and retired Chicago Police Officers.  Moore Security will provide security officers to make patrols in accordance with routes and schedules established in the guard post orders.

**Why We're Different.** Moore Security Services, Inc. offers the following unique qualifications for the (Cook County).

1. **Customized Solutions.** We use an 11-point assessment worksheet to help determine your optimal security needs.
2. **Fast Response.** We can provide a security solution in less time than our competitors.
3. **Pre-Approved Vendor on GSA Schedule Contract.** We have been pre-qualified as a vendor of the U.S. General Services Administration (GSA). Our contract number is GS-07F-0417T.
4. **Experience.** Our company has 19 years of experience servicing government and corporate clients. We are on the GSA Schedule contract for security services.
5. **Difficult Cases.** We have proven that we can handle extremely challenging and high-risk security situations.
6. **Personal Contact.** We are flexible when doing business with our clients and we meet frequently to ensure we are meeting their security needs.
7. **Bi-Lingual.** We can provide bi-lingual officers. Some of our officers speak languages such as Spanish and Polish.
8. **Pricing.** Our prices are very competitive.
9. **Capacity.** We can handle large-scale security requirements.
10. **Supplier Diversity.** Our company is a certified minority- and woman-owned business.

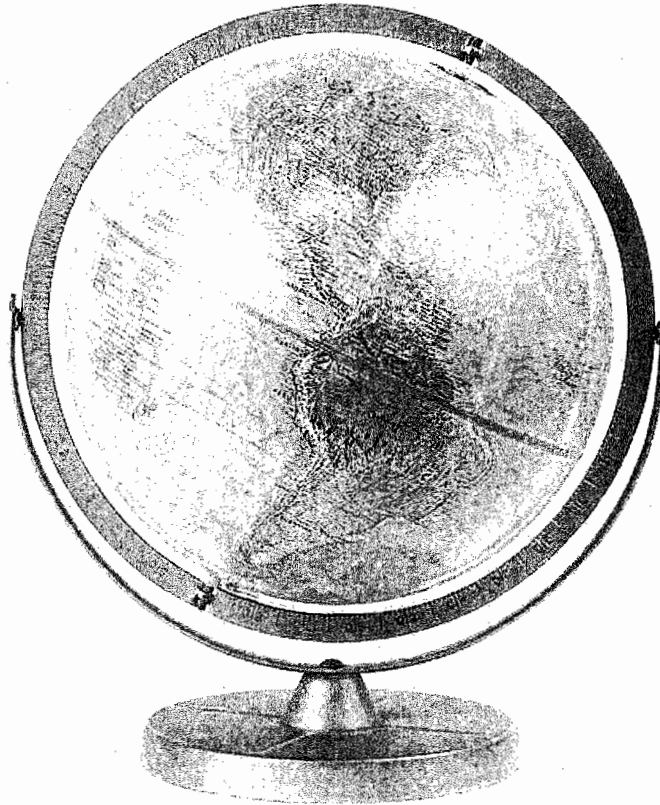
We will use the above qualities to provide unique and cost-effective security solutions for (Cook County).

**Strategic Supplier.** Moore Security Services, Inc. has the capacity to serve as a strategic supplier of guard services to (Cook County). We can service your contract and provide the best value solution.

Moore Security Service is uniquely positioned within the industry to bring maximum value to our clients in meeting their security needs for various locations. This occurs since we develop a complete understanding of the scope of work being requested. Our willingness and ability to perform, our past experiences and performances, our key employees, management, training plans and the physical and financial resources will be made available to fulfill all the requirements for this contract.

Debra Moore-German  
CEO  
Moore Security Services, Inc.

## Company Overview



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## **COMPANY OVERVIEW**

### **Mission**

The mission of Moore Security Services, Inc. is to provide comprehensive security services that use knowledgeable, skilled and experienced personnel-combined with state of the art equipment and continuous training.

The primary purpose of Moore Security is to provide specialized security consulting and protective services to U.S. Government agencies as well as private business. Our main concerns are to prevent unauthorized access, control classified materials, protect life and property, maintain order and deter criminal activity on the client's facilities. The company is certified as a Minority Business Enterprise/Women Business Enterprise (MBE/WBE/DBE) by The City of Chicago, MBE/WBE by the County of Cook and FBE Certification with Illinois Department of Central Management Services.

### **History**

An initial security business effort under the business name Eric-Tec Security Agency, Inc., the enterprise was founded by its owner and President, Debra Moore-German to build a financially successful, growth-oriented business that provides specialized security protective and consultative services to government as well as private business concerns in Illinois and across the country.

The thrust behind this entrepreneurial decision was confidence, tenacity and a vision that is relentlessly pursued while facing incredible challenges to her nurtured dreams and to the business that has been established.

Ms. Moore-German became involved in the security service industry in 1979 while employed part-time with Rainey Security as a field supervisor. She decided to satisfy her entrepreneurial spirit and to further utilize her Bachelor's Degree in Sociology/Criminology and Master's Degree in Management and Public Service. She began Eric-Tec Security Agency, Inc. in 1993.

In November, 2003 Eric-Tec Security Agency, Inc began a major restructuring process. During the restructuring, our management team remained the same, only our name changed, and Moore Security Services, Inc. was created.

### **Past Performance**

The following outlines some highlights of Moore Security's (previously Eric-Tec Security) significant historical events as the company grew from 1993 until the present.

<b>Year</b>	<b>Client</b>	<b>Contract Summary</b>
1993	Wendy's International	Chicago area restaurant security for 6 locations
1993	McDonald's Corp.	Chicago area restaurant security for 6 locations
1995	Chicago Housing Authority	Protective Services for 8 locations
1996	Seaway National Bank	Protective Services for 3 locations
1996	Medley's Moving and Storage	Protective Services for 1 location
1996	Holiday Inn	Protective Services for 1 location
1996	Chicago Section 8 Housing Program	Protective Services for 1 location
1998	U. S. General Service Administration	\$2.5 million protective service contract with the Federal Protective Service.
2001	U.S. Department of Agriculture	Protective Services for outdoor locations
2002	Chicago Housing Authority	Security services for the LAC Elections.
2004	Lake County Health Department (Waukegan, Illinois)	Protective Services for 2 campuses Contract is in its 5 <sup>th</sup> year
2006	Cook County Department of Ambulatory	Protective services for nine locations in the Chicago area. 2year contract extended into 2009.
2007 - Present	Universal Security	Awarded a five-year subcontractor's agreement with at Chicago O'Hare and Midway Airports.
2007 - Present	Sky-tech Enterprises	Awarded a five-year subcontractor agreement with the City of Chicago, Animal Care Unit.

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*This proposal includes data that shall not be disclose to anyone other than the address and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.*



**Document No: 1353-12992**  
**Moore Security Services, Inc.**

2007 - Present	Honor-Guard Security	Awarded a five year subcontractor agreement With the Chicago Department of Transportation
2007 - 2009	Illinois Restaurant Associations	Awarded a three-year contract employing Chicago Police Officers for special events.
2008 - 2011	Chicago Housing Authority	Awarded a three year contract to service (5) Management Office Locations
2008 - 2010	Easter Seals Metro-Chicago	Awarded a two year contract.
2008 - 2011	The Charles Hayes Center (Chicago Housing Authority)	Awarded a three contract
2010 - Present	Elgin Mental Health Center	Awarded a three year contract
2010 - Present	Adult Probation Cook County	Awarded a two year contract
2013 - Present	Chicago Transit Authority	Awarded a four year contract

*This proposal includes data that shall not be disclose to anyone other than the address and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.*

## **Management Approach**

Moore Security Services has a firm approach to security service contracts, a centralized management structure, and a commitment to quality. We generated an action/service plan for this contract that will deliver all services requested in a cost effective and efficient manner, while maintaining superior quality standards that will exceed your management expectations.

We are organized for prompt expansion and contraction. We will respond quickly and efficiently to any change in demand for our services.

We have predetermined lines of authority and responsibility on this contract, with emphasis on bringing the best value to your management for their contract dollars. Our extensive planning begins with proposal development, project transition and phase in, and project performance - including technical approach, staffing, scheduling, and inspections - culminating in project close out.

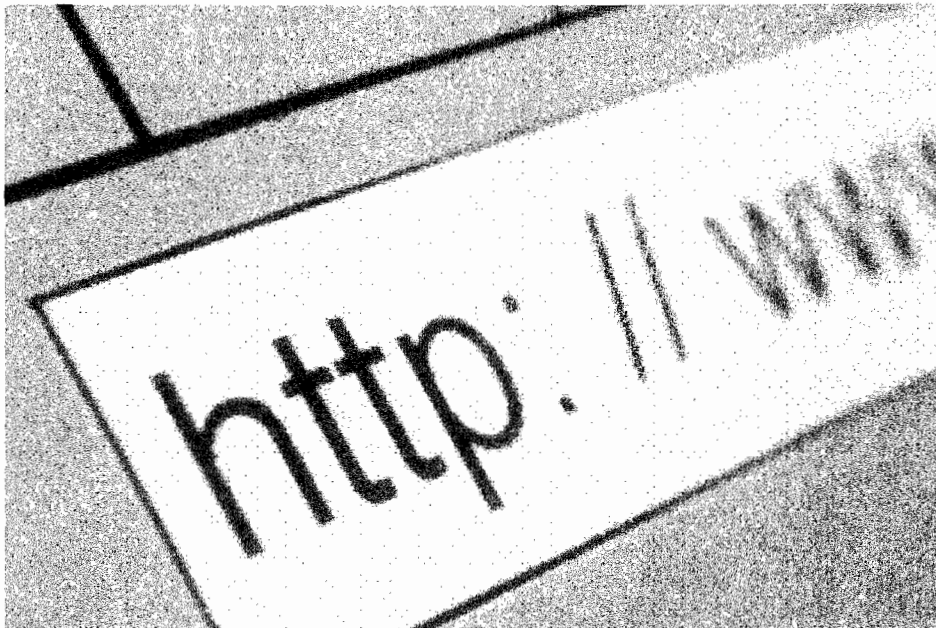
*Flexibility is our hallmark.*

Having worked closely with Federal, State and Municipal Governmental Agencies, as well as numerous private sector accounts, we have established ourselves as reliable partners with these agencies.

**Quality Assurance.** Twenty years of business experience establishing our financial stability; Proven Quality System emphasizing principles of Total Quality Management; Key personnel that exceed contract requirements; Performance Plans that ensure all work is done on-time while meeting all quality requirements; Emphasis on a highly trained and experienced project staff highlighted by refresher training; Corporate Management Team that will meet weekly to discuss this contract; and plan to interface with your Management Team to ensure customer satisfaction.

**Government Agency Experience** Moore Security Services, provide security services as a prime or sub-contractor. We have also pursued contracting opportunities with security services agencies in other states which Ms. German has established long-term relationships. Moore Security Services has consistently sought out solutions for the surveillance, counter-surveillance and personal protection industries. Saddened by the events and corresponding results of the September 11<sup>th</sup> tragedy, Debra German and her staff of nineteen years are greatly concerned with our new way of life and vigilant living. Moore Security is very aware of this new age of security and personal protection, strives to bring to our customers the very best in security, surveillance, counter surveillance and countermeasure equipment, and systems for the fight against terrorism worldwide. Moore Security Services has a unique specialty and market niche. Its approach of aggressively marketing its high-quality services and products will be very successful.

## Project Specifications



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## PROJECT SPECIFICATIONS

### Contract Administration

(Cook County) Specifications	Moore Security Response
<p>Contractor shall provide trained certified security officers, and supervision for all contractors' employees and their Management staff shall be responsible for instituting and invoking disciplinary action of employees not in compliance with contractor's rules and regulations.</p> <p>Contractor shall also develop Post Order and provide all necessary equipment to successfully perform on this contract</p>	<p>We can service multiple locations simultaneously as described in our performance record.</p> <p>We are a GSA approved vendor for Security Service GS-07F-0417T.</p> <p>Supervision is the most important ingredient for successful contract performance. Our supervisors' are the very best. As a team they ensure that the work is performed and quality standards are maintained.</p> <p>Disciplinary problems with any security officer will require expeditious action. We have a detailed disciplinary plan outlined in our employee handbook.</p>
Computer Management System	Moore Security uses Intuit QuickBooks Pro 2011 to record and track all employees time and calculate and prepare invoices for our clients. Pay Chex Payroll Services deliver the simplicity and reliability that only come from working with local payroll professional you know and trust.
Value Added Features	<p>Moore Security will utilize a Deggy Guard Tour System. An electronic guard tour system is an essential tool for any company providing guard services. With a guard tour system, guards can prove exactly when, specifically where and what they inspected at a client's location. Having a guard tour system improves service quality and is an invaluable solution.</p> <p>The security officer touches the Deggy Button checkpoints installed at a client's location with the Deggy Pen. The pen collects the checkpoint location with the time and date stamp. Hard copies of the information collected can be provided to the client.</p>

Benefits Program	<p>Moore Security (Employee Assistance Program). All employees are eligible immediately upon hire. This program helps the employee and their families with a wide range of problems. Situations addressed by the EAP program include marriage and family problems, emotional problems and financial problems. All records are strictly confidential and the cost is paid by Moore Security Services.</p> <p>We offer to our employees' life insurance with Med-Life Insurance.</p> <p>Moore Security employees' receive one week's paid vacation after one year on the job. They also receive (3) paid sick days per year.</p>
Employee Recognition Programs	<p>Every quarter one employee is selected by their Fellow officers as officer of the month. They are given a certificate of appreciation for their outstanding performance as a security officer.</p>
Moore Security Remote Surveillance Technology Solutions	<p>Moore Security offers 24/7 monitoring services to our Clients. We give you the peace of mind you deserve. We monitor your business from our state of the art operation center. Our professional team is available to help you day or night.</p>

# Employee Training Standards



## **Moore Security Services, Inc.**

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## **EMPLOYEE TRAINING STANDARDS**

### **Training and Certification Policy**

Moore Security Services, Inc. policy is to ensure all our armed and unarmed security guards receive proper training and meet all State training and licensing requirements. We ensure our guards meet all the basic training requirements and also any client-specific security training.

Training is more rigorous for armed guards due to legal responsibilities due any use of force. Armed guards receive formal training in areas such as weapons retention and laws covering the use of force. They may be periodically tested in the use of firearms.

### **Purpose**

This section describes our approach to all training including firearms training and firearms certifications requirements. It describes training and certifications capabilities; how required training and certification is accomplished prior to supervisors and security officers assuming duties; how effective continuous proficiency training will be accomplished; the quality of facilities we use; and the qualifications and certifications of instructors.

### **New Employee Orientation Course**

Newly employees receive an orientation session introducing them to our management, Quality Control philosophy, and to our objectives for each client's security needs.

We developed and present a specialized "New Employee Orientation" course to facilitate the assumption of operational responsibilities. The orientation course includes such topics as:

- Badge and Pass Procedures
- State Regulations
- Duty Hours
- Security Requirements
- Time Keeping Requirements
- Pay, Leave, and Vacation Policies
- Fringe Benefits
- Uniform Requirements
- Other Related and Required Information with Special Emphasis on a Drug-Free Work Place
- Conduct and Ethics

Parts of the new employee orientation course are taught using audiovisual materials (tapes, movies, slides, etc.). Portions of the orientation course are general, but other portions are tailored to the unique requirements of the Guard Services contract.

### **Site-Specific Training Requirements**

Also included in the orientation session are the following site-specific topics:

- Introduction of corporate and project personnel;
- Project organizational structure;
- Security and employee awareness;
- Logistical support;
- Personnel issues such as payroll advances, privately owned vehicle permits
- Total Quality process and implementation;
- Safety and Quality Control procedures;
- Specific base and work site information;
- Building regulation compliance.

Moore Security Services, Inc. is committed to the client, the security industry and our employees through our training philosophy. Our training plan includes forty hours of basic training.

### **Basic Curriculum – Basic Training, Classes Are Fifty Minutes**

Use of Force	CPR	First Aid
Search & Seizure	Juvenile Justice	Public Relations
Patrol Procedures	Safety	Communications
Report Writing	Hazardous Material	Dangerous Drugs
Crowd Control	Bomb Threats	Arrest Procedures
Community Policing	Human Behavior	Access Control
Physical Security	Public Relations	Fire Prevention
Alarm Systems	Information Security	Investigations
Crime Scene Protection	Traffic Control	Arrest Authority
Blood Borne Pathogens	Criminal Law	Restraint Systems

### **Armed Security Officer Training**

For our armed contracts, another forty hours of firearms training and an additional sixteen hours of re-qualification for each armed security officer.



## References



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## REFERENCES

As a leader in the security services industry, Moore Security is proud to provide these references as examples of our past performance.

### Government Clients

- General Services Administration (GSA)
- Metropolitan Pier and Exposition Authority (MPEA)
- Chicago Housing Authority
- Lake County Health Department (Illinois)
- Taste of Chicago and Lollapalooza Events (City of Chicago)
- Midway Airport
- City of Chicago
- Cook County Health Department
- Illinois Restaurant Association
- City of Chicago
- State of Illinois

### Corporate Clients

- Wendy's
- McDonald's
- Seaway National Bank
- Holiday Inn
- Standard Parking
- Jewel Osco

### Private Clients

- Dimensions Management Corporation
- Medley's Moving and Storage
- CES Management Apartments
- Groban Supply Company
- Realty One
- Ocean Industries
- Simone Nissan Films
- Legum & Norman
- Root Brothers MGT

### Non-Profit Clients

- Chicago Catholic Charities
- Women's Professional Volleyball
- Easter Seals
- St. Sabina Elders Village Apartments

Example contract information and a description of our past performance are included in the pages that follow.

# CHANGE.

CHICAGO HOUSING AUTHORITY

Martin Nesbitt  
Chairperson

Board of Commissioners  
Hallie Amey  
Dr. Mildred Harris  
Michael Ivers  
Bridget O'Keefe  
Carlos Ponce  
Mary E. Wiggins  
Sandra Young

Adrienne G. Minley  
Chief of Staff

Jorge V. Cazares  
General Counsel

December 13, 2007


To: Whom It May Concern:

RE: Letter of Recommendation/Moore Security Service, Inc.

Moore Security Services Inc. provided protective services for Lowden Homes and Wentworth Gardens from July 2006 thru November 2007. Both properties are managed by the Chicago Housing Authority and were regarded as stressed subsidized residential properties that required a minimum of two armed security officers seven (7) days a week.

The security officer at Moore Security Services, Inc. assisted in patrolling areas to deter theft, vandalism, misuse of property that is in keeping with management directives concerning the residents and visitors at CHA. The officers were professional, effective, efficient and always punctual when performing their duties.

I have no hesitation in providing this letter of recommendation on behalf of Moore Security Services, Inc.

Sincerely,  
  
Barbara J. Davis  
Manager Safety Security  
Emergency Preparedness  
60 East Van Buren  
13<sup>th</sup> Floor  
Chicago, Illinois 60605  
(312) 913-7220

# CHANGE.

CHICAGO HOUSING AUTHORITY

Martin Nesbitt  
Chairperson

Board of Commissioners  
Allie Amey  
Everra Beverly  
R. Mildred Harris  
Michael Ivers  
Lynna King  
Carlos Ponce  
Bridget Reidy  
Indra Young

Lewis A. Jordan  
Chief Executive Officer

Scott W. Ammarell  
General Counsel

December 17, 2009

To Whom It May Concern:

RE: Letter of Recommendation / Moore Security Services, Inc.

Moore Security Services Inc. is currently providing protective security services for the Chicago Housing Authority Charles A. Hayes Family Investment Center. The Charles A. Hayes Family Investment Center also offers services to stabilize our surrounding communities. From giving support to those with disabilities, to helping economically disadvantaged individuals find job placement in our evolving economy, the Charles A. Hayes Family Investment Center is dedicated to providing opportunities to low-income residents. Some of these programs are offered by organizations like the Grand Boulevard Federation: Cease Fire, support programs for safety network and awareness. The Charles A. Hayes Family is also the command center for the CHA 911 Emergency Services Operational Center. This contract started in August 2008 and requires security 7 days a week, 24 hours a day.

The security officers at Moore Security Services, Inc. assisted in patrolling areas to deter theft, vandalism, misuse of property on site which involves working with management directives concerning the residents and visitors at the center. The officers are professional, effective, efficient, and always punctual when performing their duties.

I have no hesitation in providing this letter of recommendation on behalf of Moore Security Services, Inc.

Sincerely,

Cass R. Miller  
Director of Knowledge Transfer Management and the Charles A. Hayes Family Investment Center



September 21, 2007

Ms. Deborah German-Moore  
Moore Security Services  
1556 West 35<sup>th</sup> Street  
Chicago, IL. 60609

To Whom It May Concern:

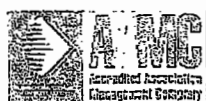
This letter is a letter of reference to inform you that Moore Security Services, Debra German- Moore, President provided armed security services at the Bridgeport Homes Development for Legum & Norman. Moore Security was found to be thorough and very responsive. The officers were professional and enforced the contract in a manner that reduced the number of incidents at the property.

If additional information is warranted, please do not hesitate to contact me @ 312.944.2611.

Sincerely,

Sheri Tucker  
Regional Asset Manager

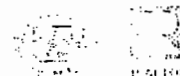
Cc: T. Harris  
B. Davis  
File



Community Association Management • Residential & Commercial Property Management • Education/Training • Consulting • Leasing/Management

**Chicago South**  
3250 South Wentworth, # 112  
Chicago, IL. 60616  
(312) 674-1470 Fax (703) 674-9812

**Chicago West**  
2501 S. California  
Chicago, Illinois 60608  
(773) 376-7233 Fax (773) 376-7793





September 2, 2008

**RE: Moore Security Services**

To Whom It May Concern:

Moore Security Services, Inc. was contracted to provide the armed security services for Wentworth Gardens and Lowden Homes, two properties managed by Woodlawn Community Development Corporation (WCDC).

Moore Security officers were always very professional in conducting their duties while being challenged daily with adverse factors surrounding the properties. They were consistent with their daily reports, police reports, and incident reports. The officers were very polite and treated the residents with dignity and respect.

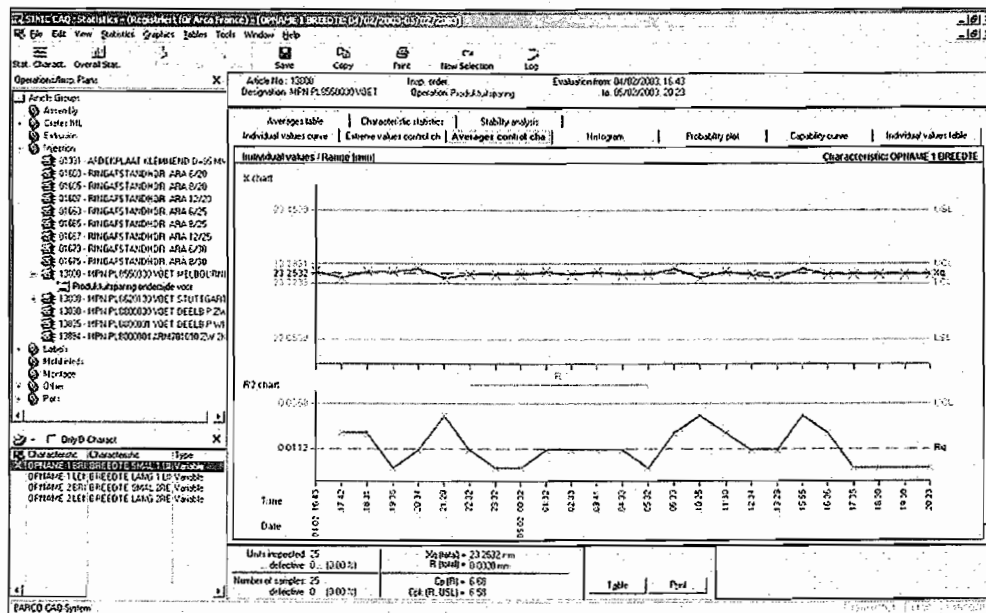
The management staff was prompt and reliable to address the changing needs in the family residential properties. I was very impressed with Moore Security Services' management staff and officers. They displayed a high level of professionalism daily while servicing our contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sandra Harris', is written over a horizontal line.

Sandra Harris  
President, Real Estate Operations  
Woodlawn Community Development Corporation

# Quality Control Plan



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## QUALITY CONTROL PLAN

### Purpose

Moore Security Services, Inc. has established and maintains a Quality Control (QC) Program to assure the requirements of the contract are satisfactorily performed.

### Policy

Our philosophy concerning quality control processes are as follows:

- Only customers can declare a product or service is quality
- Quality is a culture that treats people as valuable resources, recognizing that the best relationships result when all participants come out winners.
- Continuous improvement is possible only when desired outcomes have been defined and improvements can be measured in an objective manner.

The QC program shall be documented in a comprehensive Quality Control Plan/Quality Control Inspection Report.

### QC Process

Moore Security Services, Inc. conducts performance evaluations based on the required performance levels as set forth in this section. We will provide sufficient qualified personnel to provide all required security service for (Cook County).

We use our (4) step process for our inspection processes.

All inspection findings will be documented so that one or more of the following actions can be taken:

- Satisfactory. Employees are recognized when their level of the work performance is considered noteworthy.
- Marginal. Employees are informed when their skill level of work performance has diminished below previous levels, yet is still being performed at a satisfactory level.
- Unsatisfactory. Corrective action request are initiated to correct any tasks that has been rated less than satisfactory or fallen below previous levels.

The managers have the authority to order immediate corrective action of any quality control issue. All corrective actions are documented for trend analysis. From the trend analysis, our QC manager proposes changes to procedures to eliminate any systematic, long-term deficiency patterns.

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**QC Process (Continued)**

Evaluation Step	Description
Visual Inspection	<p>Moore Security Services will conduct routine visual inspections to check the following:</p> <ul style="list-style-type: none"><li>• Uniforms and personal appearance</li><li>• Physical security of premises</li><li>• Access logs properly maintained</li></ul> <p>We regard visual inspections as the most important method of ensuring continually high quality standards.</p> <p>Methods. We use four visual inspection methods:</p> <ol style="list-style-type: none"><li>1. Random Sampling</li><li>2. Planned Sampling</li><li>3. 100 Percent Inspection</li><li>4. Continuous Inspection</li></ol> <p>All inspections will be documented.</p>
Random Sampling	<p>Moore Security Services will conduct random sampling to check the following:</p> <ul style="list-style-type: none"><li>• Uniforms and personal appearance</li><li>• Physical security of premises</li><li>• Access logs properly maintained</li></ul> <p>Inspections can occur at any time on any shift.</p>
Planned Sampling	<p>The contractor shall assist the client with implementing any client-required QC Plan. This plan will specify the following:</p> <ul style="list-style-type: none"><li>• Quality Control inspector</li><li>• Inspection Frequency</li><li>• Acceptable Quality Level / Performance Standard</li><li>• Contractor Deficiency Reports</li></ul>
Documented and Subsequent Actions	<p>Moore Security Services will record all quality control inspection results in a daily log.</p>

Customer/visitor feedback will be sought to ensure complaints, investigative reports, and responses to alarmed sites are resolved as quickly and efficiently as possible.

Safety Precautions: The Contractor shall provide the COTR, safety procedures to ensure operations are performed in a safe manner. This includes methods that ensure continuous strict adherence to proper safety procedures, particularly firearms safety.

### **Quality Control Plan**

Moore Security strives to enhance the quality of services through involving employees and customers in the process. Our proactive quality control and improvement program is based on isolating issues before any become a problem. By empowering employees to help improve our processes and procedures, we enhance quality through those who do the work and those who see the results.

Our Quality Control Program incorporates Total Quality Management techniques depicted in the figure below to the greatest extent feasible. Our quality management goal targets effective quality assessment and enhancement at all levels, beginning with senior executive management and permeating the organization through the officer.

The QC and the project manager develop the initial Quality Control Plan. This plan includes the task instructions and post orders to the employees.

Moore Security Service's contract manager and supervisors are routinely available for walk through inspections to ensure that all services are provided in accordance with contract specifications.

### **Follow-Up**

Moore Security Services, Inc. has two elements in our approach to correcting deficiencies. First, project personnel at all functional levels are trained to recognize deficiencies and are empowered to correct them on the spot. If they need assistance, they report the deficiency to their next level supervisor. Second, after the correction, if required, the work / post is continually inspected to ensure that all standards are met.

**Sample Report of Training Completion**  
**MOORE SECURITY SERVICES, INC.**

**CONTRACT NUMBER:**

**PROJECT NAME:**

**Name of Employee:**

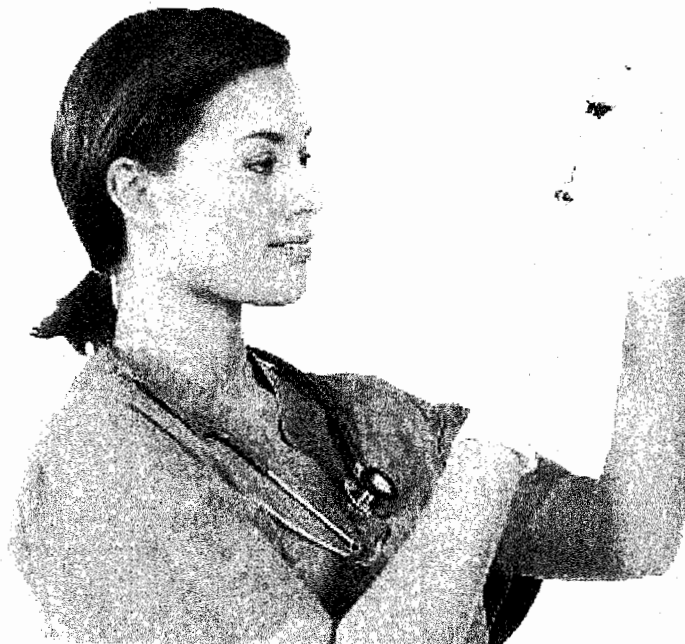
**Social Security Number:**

**Date:**

The above named employee has completed training in the following:

Subject	Date Completed	Required Hours	Actual Hours
Orientation/Basic			
Patrol and Observation			
Entry and Exit Control			
Patrol Methods			
Recognition of Patrol Hazards			
Response to Disturbances			
Response to Crime in Progress			
Role of Local Police			
Safety and fire Prevention			
Traffic Enforcement and Direction			
Arrest Procedures and the Law			
Preservation of Crime Scene			
Crime Against People and Prop.			
Narcotics and Dangerous Drugs			
Rules and Laws of Evidence			
Search and Seizure			
Firearms Safety and Handling			
Use of Force			
Ethics and Professionalism			
CPR/Emergency First Aid/Medical			
Understanding Human Behavior			
Principles of communications			
Report Writing			
Professional Public Relations			
Crowd and Riot Control			
Defensive Tactics			
OSHA Std. Blood borne Pathogens			
Instructor's Signature	Contract Manager's Signature		
Submitted to -- (Sign and Date)			

## Drug-Free Workplace Policy



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## DRUG-FREE WORKPLACE POLICY

### Policy

Moore Security Service, Inc. is concerned about the health and safety of its employees and clients. An employee under the influence of illegal drugs or alcohol poses serious risks not only to themselves but also to fellow employees and puts the mission in jeopardy. The possession, use or sale of an illegal drug or alcohol abuse in the workplace is dangerous to our employees and contrary to our business interest. The use of drugs compromises the security at (Cook County).

In this spirit, Moore Security Services has established the following policy and will administer it with fairness and respect to each employee.

The Moore Security Service, Inc. Drug Free Workplace policy is as follows:

- Unlawful manufacture, possession use or distribution of illegal drugs while on Company property is prohibited.
- Use of legal prescription drugs in excess or that do not have a prescription will be in violation of this policy in addition to use of alcohol or over the counter drugs in excess to the extent the employee's health or safety are in jeopardy.
- Employees who violate the policy are subject to disciplinary action up to and including termination
- Any employee found to be arrested must notify the Company within one week of the conviction and indicate which law has been violated
- The Company reserves the right to sanction treatment of convicted persons who wish to continue their employment following a conviction.
- The Company will randomly screen employees at our discretion and will also test those individuals who may appear to demonstrate signs of drug use, intoxication or other screenings required in order to operate motor vehicles.
- The company will search employee property in accordance to our Security policy section of this manual in cases where illegal drugs are believed to be present.

Each violation will be evaluated and addressed separately.

## **Applicability**

The provisions of this policy apply to each salaried and hourly employee of Moore Security, subject to applicable federal, state, and local laws. The company prohibits the use, sale, possession, distribution, transfer, dispensation or manufacture of illegal drugs on Moore Security or any client premises and from working under their influence during working hours. Because the use of illegal drugs is against the law and can impair an employee's ability to perform his/her job or affect the company's reputation or that of its customers, employees must also refrain from the sale, use or possession of any illegal drug during non-working hours. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work. Employees who may be impaired because of taking medication prescribed by a physician are expected to notify their supervisor/manager before reporting to their post that day.

## **Drug Testing**

Subject to applicable federal, state and local laws, Moore Security retains the right to require urinalysis or other drug tests of any employee at any time. Moore Security conducts pre-employment testing for the presence of drugs. We also conduct post accident testing of drugs, or anytime that we suspect potential drug use.

Moore Security also performs random testing of employees for drug use even when such use is not suspected. Random testing is conducted where allowed by law so that 25% of our guard force is subject to random testing during any year.

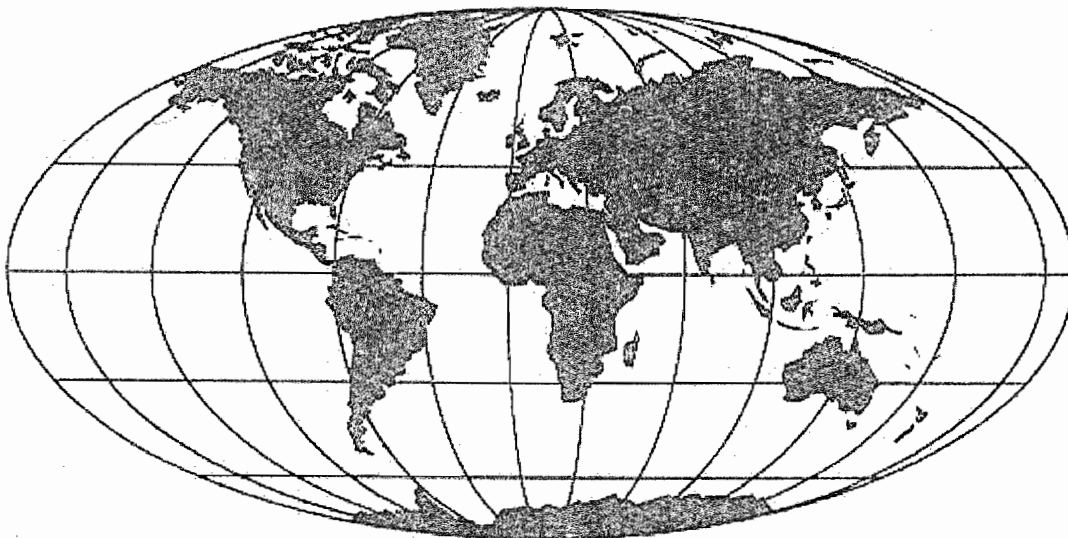
A violation of this substance abuse policy will subject an employee to disciplinary action, which may include discharge. The mere suspicion of illegal drug use by an employee who works in a position involving access to classified information, national security, or where the health and safety of others is involved will be immediately removed from such position pending the outcome of a drug screen.

Moore Security's Comprehensive Drug Policy also includes alcohol. Officers that are on duty are aware that they are not to be relieved by officers that appear to be intoxicated in any form. If a guard reports to duty in such condition, he is to be immediately reported to the supervisor. Our alcohol policy includes an 8-hour abstinence period prior to assuming duties. We have a zero tolerance policy for other drugs. Moore Security performs drug tests prior to employment as well as random drug tests during employment, as part of a comprehensive Drug Policy.

The Company has a standard of conduct that prohibits the possession use or manufacture of drugs on the Company property or while you are employed. We will require and impose disciplinary actions and sanction drug rehabilitation for any person found to be in violation of this policy. In addition, violation of the Drug Free Workplace policy may be in violation of the law and involve the authorities.

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# Operations and Management



## **Moore Security Services, Inc.**

11828 South Western Ave.

Chicago, Illinois 60643

773-233-6023 (Phone) \* 773-233-6043 (Fax)

[www.MooreSecurityServices.com](http://www.MooreSecurityServices.com)

## **OPERATIONS AND MANAGEMENT**

### **Personnel**

#### **Security Officers**

The security officer's responsibilities are crucial to the people they protect and safety of the facilities. Security is the first to respond and the first line of defense in an emergency situation. Security officers report directly to their supervisor.

- Enforce regulation concerning trespass, exclusion of prohibited articles, personal identification, access control and protection of classified materials.
- They will observe and patrol designated perimeters, areas and structures.
- They prevent persons or vehicles from gaining unauthorized access to security areas.
- Respond to protective alarm systems or other indications of suspicious activity.
- Perform escort duties when requested.
- Complete and submit timely reports; incident, daily etc.
- Control and account for any equipment assigned on their shift

#### **Supervisors**

Our supervisor's are familiar with all post orders and security protocol at all locations they are assigned. Supervisor's are responsible for overseeing the day- to- day operations and provides direct supervision to the protective force. The supervisor reports to the Contract Manager. The supervisor is required to oversee the implementation of the security plan.

The duties of the supervisor will be:

- Supervise the scheduling of protective force personnel to ensure all post are manned.
- Review training schedules to ensure the fulfillment of physical exams and physical fitness standards are met
- Review weapons qualifications, scheduling of personnel for initial and refresher training.
- Supervises the issuance and utilization of communication devices.
- Maintain constant line of communications with protective force.
- Review protective force time records prior to submission for processing
- Responsible for lock and key control procedures



### **Roving Patrol Posts**

Security officers will make patrols in accordance with routes and schedules established in the Guard's Post Orders. The officer will file all necessary reports and documents for all incidents that occurred while he was on duty. He is normally the first officer to respond to an emergency situation. Therefore he must be in a position to be in active communication with other security officers and must be able to report and describe an incident clearly and concisely. He must be physically able to perform the duties of a roving patrol officer, being able to be on his feet for 8-12 hours without becoming unduly fatigued. He also must have the knowledge to recognize a suspicious situation, being able to question individuals who arouse suspicion and if necessary be able to detain them.

The post orders for a roving post require that a route is covered a certain number of times for each allotted time period. Moore Security always meets these requirements and however we vary the schedule of the roving guard within these time parameters so the actual schedule of the guard does not become predictable to a potential intruder.

### **Traffic Control**

At some sites and based upon standing post orders, Moore Security may be required to perform traffic and vehicle control. This duty essentially involves preventing congestion in the parking area assuring that traffic moves smoothly in and out of the parking area. Our security force also serves to deter criminal activity in the parking area. They are also trained to notice unusual vehicles that appear out of place. A suspicious vehicle could pose a possible security threat to the facility and occupants in the building. Therefore we will contact the appropriate authorities as necessary.

### **Key Control**

Moore Security is very serious about their responsibility to control and safeguard the use of keys to various facilities. We recognize our role of stewards and protectors with respect to the property in our care and control. Our Contract Manager is responsible for all project keys. This responsibility includes:

- Maintaining a Building Admissions/Key Control Register on every key issued to the project and accounting for all keys at all times;
- Only issuing keys to those authorized personnel that have a requirement for the keys.
- Verification that the person to whom a key is given is authorized and permitted entry
- When keys are issued to employees, maintaining a receipt for the keys.
- Immediately reporting to (HRDI) any lost, stolen, or duplicated key;
- Maintaining absolute control and accountability for all project keys.

### **Building Systems (Including Security and Fire Alarms)**

We train and familiarize all of our security officers that work under the contract with building systems including the fire alarm systems. The security officer is often the first individual on the scene when there is an emergency and his familiarity with building systems is essential to minimize potential loss of life and property.

Each guard follows an organized path to meet the emergency assisting and protecting building occupants and guests. These emergency plans are kept at each guard post and outline how the emergency is to be handled, including the appropriate agencies that should be contacted along with contact numbers.

### **Facility Rules and Regulations**

As security officers our first obligation is to be familiar with the rules and regulations governing public property. We also have an obligation to obey those rules and regulations ourselves. (Cook County) will also from time to time develop specific building rules and regulations by notifying tenants and posting signs etc. We will work with (Cook County) to be sure that we comply with all building rules and regulations and assist (Cook County) by enforcing and seeing that others adhere to those same rules.

### **Physical Security, Law and Order**

The primary mission of the security guard force is to maintain law and order and to provide for the physical security of people and property. When law and order is maintained, there is a diminished risk to life and property. The guard force by maintaining law and order, preventing disturbances, controlling access, and deterring crime creates an environment in which people feel safe because they are safe. The end result is a better work force and a healthier and happier (Cook County). This comfort level is achieved when tenants realize that there is a courteous, qualified and responsive guard force that is vigilant and ready to respond rapidly to an incident where they feel threatened.

### **Preventing Unauthorized Access**

Two primary functions of a security officer are protection of life, and the protection of physical assets. Access control posts are highly visible posts that provide the opportunity to discourage criminal behavior by the vigilance and professional business attitude of the security officers that man these positions.

Access control serves to keep individuals and dangerous materials that could cause harm to building occupants and the facilities out of the building. Access control also serves to prevent government property from leaving the facility.

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### **Hazardous Conditions**

Our guards have standing instructions to notice and report potential hazardous conditions. Safety is everyone's responsibility and our guards are no exception to this rule. Hazardous conditions typically start out small and then grow to where major damage can result.

### **Response to Injury or Illness**

As is the case in many incidents a security officer is often the first person contacted in the event of a sudden illness or injury. Our guards are taught to respond to emergencies in a calm and professional manner.

In the event of a medical emergency or illness each of our officers has detailed procedures to follow. These include emergency contact numbers for immediate medical assistance. Our guards are trained to quickly respond by contacting the appropriate emergency agency.

### **Additional Duties**

We instruct and train our guards to be observant of their surroundings while at their assignment and while making rounds on patrol. Where practical our roving patrol officers will provide escort services and assistance to those that are elderly, disabled, or those who may be at a higher risk of being a crime victim as a result of physical limitations.

**Reports, Records and Testimony:** One of the most important traits that a security officer can possess is the ability to provide concise written details of incidents, preserved for other law enforcement agencies in the form of reports and records. All of our officers are required to have comprehensive communication skills.

**Civil Disturbances:** Each of our officers is familiar with proper procedures for crowd control. They are taught large gatherings are possible security threats. They realize that even friendly crowds can become a problem if not handled properly. Our guard force is trained to immediately notify the controlling legal authority as well as calling for assistance and backup.

We attempt to accomplish the following where practical in dealing with civil disturbances:

- Isolate individuals involved in an incident before the crowd can become involved
- Attempt to disperse the crowd into smaller groups
- Divert the attention of the crowd
- Remove, segregate and isolate the obvious leaders of the crowd

Most situations are easily diffused by quickly presenting a guard force with sufficient manpower that is well conditioned with a command type appearance.

### **Other Emergency Conditions and Responses**

Moore Security will provide rapid response to other emergency conditions as they arise. The Contract Manager will have several resources at hand to meet increased workload caused by an emergency or other event. The contract manager will also have a sufficient reserve force that is on call, so that additional manpower will be readily available to respond.

### **Work, Relief and Duty Schedule Procedures**

Moore Security's staffing policy is to always have an adequate number of fully qualified and trained guards to deploy at any contract to avoid the use of overtime. For that reason our guards are not scheduled to work longer than a 12-hour shift. The only exception would be emergencies and weather conditions.

### **Recording Presence**

All of our officers will understand the need to record their presence when entering or leaving the facility. Our employees record their presence on a sign-in sheet or equivalent. The officer must personally perform this task. It cannot be delegated to anyone else. Falsifying a sign-in or sign-out sheet is grounds for immediate dismissal.

### **Authority and Jurisdiction (General):**

Moore Security will comply with all local licensing requirements, verifying and checking with each state, county and municipal authority where contract work is being performed to make sure that we are in compliance with all local laws and regulations.

### **Contractor Uniforms and Associated Uniform Accessories:**

Moore Security shall furnish each security officer with a complete uniform that conforms to the standards required by this proposal. The uniforms will be similar to uniforms customarily associated with the security industry.

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### **Provision of Security Services and Staff by the Contractor**

The Moore Security Recruitment Plan is a comprehensive way of insuring that our clients receive the very best service possible.

We ensure all applicants seeking an opportunity with Moore Security meet the following minimum requirements before the employment process precede any further.

- Must be a US citizen and 21 years of age;
- Must pass a comprehensive drug screen;
- Must not have been convicted of a felony with the past ten years;
- Must be determined to be of good moral character (through three verifiable references);
- Must have a high school diploma
- Must have successful and verifiable employment history for five years
- Must have favorable credit history
- Must pass comprehensive medical exam demonstrating physical ability to perform job

Once a perspective employee has met the above minimum requirements, the following three actions are initiated:

#### **Screening**

- First Screening- during the procedure, a decision will be made to accept or deny a candidate's application, based upon a review of criminal record, work history and security experience.
- Each new applicant is subjected to a criminal background check and investigation.
- Second Screening- We reviews the applicant's criminal history and at the same time, the applicant's current and previous work history and character are assessed.
  - History of drug and/or alcohol abuse
  - Work ethics and reliability
  - Attitude and/or public relations skills
  - Criminal record
  - Ability to speak, read and write English

The interviewer at this point begins to assess whether the candidate exhibits the character traits that we look for in a security officer. Does the candidate appear to possess integrity and ethics, is the candidate polite and of even temperament? Does the candidate possess the necessary knowledge and physical resources to fulfill their duties as a security officer? These are just a few of the traits that the interviewer is trying to assess.

### **Corporate Commitment and Support**

Our corporate management is fully committed. Personnel, data, and technical support resources will be available to meet specific program needs.

It is our policy to identify points of contact and manpower availability from within its corporate organization to perform liaison duties with project staff. This ensures the program receives support during the most critical period. Additionally, this approach provides checks and balances to ensure compliance with contract requirements and corporate policies, as well as a working knowledge of project activities. Corporate personnel assist in the following special functions:

- Provide assistance with modifications to plans and preparation of standard operating procedures and policies;
- Review operations and manpower assignments with recommendations for change and improvement;
- Assist in recruiting, interviewing and processing new hires;
- Assist with new hire orientation, system user familiarity and application, and total quality management assessment tools and methods for improvement;
- Assist in setting up our integrated Management Information System.

Major emphasis will be placed on:

- Putting in place the management and supervisory staff;
- Transitioning guards to become effective Moore Security officers;
- Install Moore Security's resource management systems and equipment, and training managers and staff in their use;
- Initiating a Quality Control Plan based on Total Quality Management principles;
- Customizing Moore Security policies, procedures, standard operating procedures, and contract deliverables.

### **Administrative Equipment**

Moore Security will furnish all equipment needed to operate this contract successfully.

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THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
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COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

SHANNON ANDREWS  
DIRECTOR

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

November 5, 2012

Ms. Vivian McGrew, President  
Steiner Security Services, Inc.  
13810 S. Cicero  
Crestwood, IL 60445

Annual Certification Expires: November 5, 2013

Dear Ms. McGrew:

Congratulations on your continued eligibility for Certification as a MBE and WBE by Cook County Government. This annual MBE and WBE Certification is valid until November 5, 2013.

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

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**Security: Armed and Unarmed Security Guards**

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

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

Sincerely,

Shannon E. Andrews  
Contract Compliance Director  
SA/ek



**THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT**

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Robert Steele  
Jerry Butler  
Stanley S. Moore  
Deborah Sims  
Joan P. Murphy  
Jesus G. Garcia  
Edwin Reyes  
Peter N. Silvestri

1<sup>st</sup> Dist.  
2<sup>nd</sup> Dist.  
3<sup>rd</sup> Dist.  
4<sup>th</sup> Dist.  
5<sup>th</sup> Dist.  
6<sup>th</sup> Dist.  
7<sup>th</sup> Dist.  
8<sup>th</sup> Dist.  
9<sup>th</sup> Dist.

Bridget Gainer  
John P. Daley  
John A. Fritchey  
Lawrence Suffredin  
Gregg Goslin  
Timothy O. Schneider  
Jeffrey R. Tobolski  
Elizabeth Ann Doody Gorman

10<sup>th</sup> Dist.  
11<sup>th</sup> Dist.  
12<sup>th</sup> Dist.  
13<sup>th</sup> Dist.  
14<sup>th</sup> Dist.  
15<sup>th</sup> Dist.  
16<sup>th</sup> Dist.  
17<sup>th</sup> Dist.



**COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE**

**JACQUELINE GOMEZ  
DIRECTOR**

County Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5502

April 17, 2013

Ms. Debra Moore-German  
President  
Moore Security Services, Inc.  
11828 South Western Avenue  
Chicago, IL 60643

**Annual Certification Expires: April 17, 2014**

Dear Ms. Moore-German:

Congratulations on your continued eligibility for Certification as a **MBE/WBE** by Cook County Government. This annual **MBE/WBE** Certification is valid until **April 17, 2014**.

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

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

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority, Women and Veteran Business Enterprises. Your area of specialty will be listed as:

**SECURITY: PRIVATE SECURITY SERVICES; ARMED AND UNARMED OFFICERS**

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

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

2015



Printed on Recycled Paper



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) 09/30/2013	
<b>PRODUCER (312) 729-5265</b> <b>W.A. GEORGE INSURANCE AGENCY</b> <b>155 N MICHIGAN AV</b> <b>SUITE 634 #108</b> <b>CHICAGO IL 60601-</b>				<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>			
<b>INSURED</b> <b>MOORE SECURITY</b> <b>11828 S. WESTERN AVE.</b> <b>(security guard service)</b> <b>CHICAGO IL 60643-</b>				<b>INSURERS AFFORDING COVERAGE</b> <b>INSURER A: Steadfast Insurance</b> <b>INSURER B: Progressive Casualty</b> <b>INSURER C: Travelers Indemnity</b> <b>INSURER D: AIG</b> <b>INSURER E: Zurich Insurance</b>		<b>NAIC #</b>	
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	EOL 9246943-01	07/13/2013	07/13/2014	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> Contract 1353-12992				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Professional Liab	1,000,000
B		AUTOMOBILE LIABILITY	078963309-2	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
D		EXCESS/UMBRELLA LIABILITY	6024489-00	01/22/2013	01/22/2014	EACH OCCURRENCE	\$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$ 5,000,000
		<input type="checkbox"/> RETENTION \$					\$
							\$
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 9338140-01	08/16/2013	08/16/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Fidelity/Crime	1051698456	01/22/2013	01/22/2014		1,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> Additional insured Contract #1353-12992 Cook County Office of the Medical Examiner, 2121 W Harrison St., Chicago IL 60612.							
<b>CERTIFICATE HOLDER</b> ( ) - ( ) -  Cook County Office of the Medical Examiner 2121 W Harrison St Chicago IL 60612-				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
**119.000844**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
**05/31/2014**

### PRIVATE SECURITY CONTRACTOR

**DEBRA A MOORE GERMAN  
2635 W SEIPP ST  
CHICAGO, IL 60652**



BRENT E. ADAMS  
SECRETARY

DONALD W. SEASOCK  
ACTING DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**5626923**

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
**122.000935**  
**119.000844**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
**08/31/2014**

### PRIVATE SECURITY CONTRACTOR AGENCY

**MOORE SECURITY SERVICES INC  
DEBRA A MOORE GERMAN  
11828 S WESTERN AVE  
CHICAGO, IL 60643**



BRENT E. ADAMS  
SECRETARY

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**5993900**

BIDDER: \_\_\_\_\_

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 1353-12992**



**ARMED SECURITY GUARD SERVICES  
FOR  
COOK COUNTY OFFICE OF THE MEDICAL EXAMINER**

**BIDS TO BE EXECUTED IN TRIPLICATE  
BID OPENING WILL BE ON WEDNESDAY, OCTOBER 9, 2013 AT 10:00 A.M.  
LATE BIDS WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

**CONTACT: EDMUND RENDON, CONTRACT NEGOTIATOR, AT 312-603-6824  
E-MAIL: [edmund.rendon@cookcountyil.gov](mailto:edmund.rendon@cookcountyil.gov)**

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

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

**REQ. 110145**

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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IB-04	Bid Deposit	IB-2
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## INSTRUCTIONS TO BIDDERS

### IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

### IB-02 PREPARATION OF PROPOSALS

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

### IB-03 SITE INSPECTION CERTIFICATE

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

#### **IB-04 BID DEPOSIT**

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

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

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

#### **IB-05 EXCEPTIONS**

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

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

#### **IB-06 BIDDER WARRANTIES**

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

#### **IB-07 SUBMISSION OF BID PROPOSALS**

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

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

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

#### **IB-09 COMPETENCY OF BIDDER**

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

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

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

#### **IB-11 CONSIDERATION OF BID PROPOSALS**

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

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

#### **IB-12 WITHDRAWAL OF BID PROPOSALS**

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

#### **IB-13 ACCEPTANCE OF PROPOSALS**

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

#### **IB-14 PERFORMANCE AND PAYMENT BOND**

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

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

#### **IB-15 PRICES FIRM**

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

#### **IB-16 CASH BILLING DISCOUNTS**

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

#### **IB-17 CATALOGS**

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

#### **IB-18 AUTHORIZED DEALER/DISTRIBUTOR**

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



#### **IB-19 TRADE NAMES**

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

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

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

#### **IB-20 SAMPLES**

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

#### **IB-21 NOTICES**

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

#### **IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

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

#### **IB-23 COOPERATION WITH INSPECTOR GENERAL**

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

#### **END OF SECTION**

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## **GENERAL CONDITIONS**

### **GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

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

### **GC-04 PAYMENT**

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

### **GC-05 PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or Contract Good to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such service or Contract Good not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

#### **GC-06 TAXES**

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

#### **GC-07 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

#### **GC-08 CONTRACTOR CREDITS**

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

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

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

#### **GC-10 MODIFICATIONS AND AMENDMENTS**

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

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) 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. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract Amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000 or more without approval of the County Board.

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

#### **GC-11 DEFAULT**

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

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

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

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

#### **GC-12 COUNTY'S REMEDIES**

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

#### **GC-13 CONTRACTOR'S REMEDIES**

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

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

#### **GC-14 DELAYS**

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

## **GC-15 INSURANCE REQUIREMENTS**

- 1) The Contractor shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the Cook County, Cook County Board of Commissioners and employees of the County.
- 2) The Contractor shall waive its rights of recovery against Cook County, Cook County Board of Commissioners and employees of the County which Contractor may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

### **Insurance Requirements of the Contractor**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

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

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

#### **1. Coverages**

##### **(a) Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease

Broad form all states coverage

##### **(b) Commercial General Liability Insurance**

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

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

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

## **GC-15 INSURANCE REQUIREMENTS (CON'T.)**

### **(c) Commercial Automobile Liability Insurance**

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

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

### **(d) Umbrella/Excess Liability Insurance**

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

- 1) \$5,000,000 each occurrence for all liability

## **2. Additional requirements**

### **(a) Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Commercial Automobile and Umbrella/Excess insurance policies. The Commercial General Liability insurance maintained by the Contractor shall be on a primary, non-contributory basis and shall not be excess or pro rata to any insurance or self-insurance maintained by the County.

### **(b) Qualification of Insurers**

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

### **(c) Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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



#### **GC-16 PATENTS, COPYRIGHTS AND LICENSES**

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

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

#### **GC-17 COMPLIANCE WITH LAWS**

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

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

#### **GC-18 DELIVERY**

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

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

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

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

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

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

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

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

**A. MBE/WBE Utilization Plan**

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

**1. Letter(s) of Intent**

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

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

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

**2. Letter(s) of Certification**

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

County of Cook

Small Business Administration 8A Program

Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**3. Joint Venture Affidavit**

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

**B. Reduction/Waiver Petition**

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

**III. REDUCTION/WAIVER OF MBE/MBE GOALS**

**A. Granting a Reduction/Waiver Request.**

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

**B. Denying a Reduction/Waiver Request.**

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

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

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

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

**V. NON-COMPLIANCE**

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

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

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

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

**GC-20 MATERIAL DATA SAFETY SHEET**

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

**GC-21 CONDUCT OF THE CONTRACTOR**

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

#### **GC-22 ACCIDENT REPORTS**

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

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

#### **GC-23 USE OF PREMISES**

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

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

#### **GC-24 GENERAL NOTICE**

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

#### **GC-25 TERMINATION FOR CONVENIENCE**

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

#### **GC-26 GUARANTEES AND WARRANTIES**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

#### **GC-27 STANDARD OF CONTRACT GOODS**

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

#### **GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

#### **GC-29 QUANTITIES**

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

#### **GC-30 AUDIT; EXAMINATION OF RECORDS**

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

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

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

### **GC-31 GOVERNING LAW**

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

### **GC-32 COOPERATION WITH INSPECTOR GENERAL**

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

### **GC-33 WAIVER**

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

### **GC-34 ENTIRE CONTRACT**

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

### **GC-35 FORCE MAJEURE**

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

### **GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

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

### **GC-37 COOPERATIVE PURCHASING**

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



## **GC-38 FEDERAL CLAUSES**

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

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

### **2. False or Fraudulent Statements and Claims**

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

### **3. Federal Interest in Patents**

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

### **4. Federal Interest in Data and Copyrights**

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

**GC-38 FEDERAL CLAUSES (CON'T.)**

- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to 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.

**GC-38 FEDERAL CLAUSES (CONT.)**

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.

**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.

**GC-38 FEDERAL CLAUSES (CON'T.)**

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

**GC-38 FEDERAL CLAUSES (CON'T.)**

**13. Contract Work Hours and Safety Standards Act**

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

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

**14. Veteran's Preference**

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

**15. Copyright Ownership**

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

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

**GC-38 FEDERAL CLAUSES (CON'T.)**

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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

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

**GC-38 FEDERAL CLAUSES (CON'T.)**

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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



#### **GC-39 CONTRACT INTERPRETATION**

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

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

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

**END OF SECTION**

SPECIAL CONDITIONS**SC-01      SCOPE**

The Contractor shall furnish ARMED SECURITY GUARD SERVICE for the COOK COUNTY OFFICE OF THE MEDICAL EXAMINER, all in accordance with the Contract Documents, Specifications and Proposal herein.

**SC-02      CONTRACT PERIOD**

This is a twenty-four (24) month contract effective after award by the Board of Commissioners and after proper execution of the Contract Documents. The contract will consist of a firm price for twenty-four (24) months. This contract will also include two (2) additional 12-month renewal options.

**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 for this bid.

**SC-04      MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

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

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

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as a 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 purpose of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SPECIAL CONDITIONS

**SC-05      PRE-BID CONFERENCE AND SITE INSPECTION**

The County will hold a Pre-Bid Conference at the Cook County Office of the Medical Examiner, 2121 West Harrison Street, Chicago, IL 60612. A Site Inspection of the facility will follow the Pre-Bid Conference. Representatives from the Cook County Procurement Department and the Office of the Medical Examiner will comprise the panel to respond to answer any questions regarding Armed Security Guard Service and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. No additional allowances will be granted because of lack of knowledge of such conditions.

Prospective Proposers must respond to Edmund Rendon at 312-603-6824 or E-mail [edmund.rendon@cookcountyil.gov](mailto:edmund.rendon@cookcountyil.gov) before Tuesday, September 17, 2013 at 10:00 A.M. Central Time, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference will be held on:

DATE:            Wednesday, September 18, 2013  
TIME:            10:00 A.M. Central Time  
PLACE:          Cook County Office of the Medical Examiner  
                    2121 West Harrison Street  
                    Chicago, IL 60612

**SC-06      INQUIRIES**

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 3:00 p.m. Friday, September 20, 2013. Inquiries will be answered by the close of business on Tuesday, September 24, 2013.**

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

Shannon Andrews  
Cook County Chief Procurement Officer  
c/o Edmund Rendon, Contract Negotiator  
118 N. Clark Street, Room 1018  
Chicago, IL 60602  
Or via e-mail to [edmund.rendon@cookcountyil.gov](mailto:edmund.rendon@cookcountyil.gov)

Contact Info. for Edmund Rendon:  
Phone: (312) 603-6824  
E-mail: [edmund.rendon@cookcountyil.gov](mailto:edmund.rendon@cookcountyil.gov)

SPECIAL CONDITIONS**SC-07 PREVAILING WAGE**

The bidder must comply with AN ACT regulating wages of workers employed under contract for Security Guard Services. To the extent required by law, the bidder will comply, and will cause all of its Subcontractors to comply, regarding the payment of the general prevailing rate of hourly wage for all workers employed by or on behalf of the bidder and all Subcontractors in connection with these services. The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of Security Guard Services.

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

Refer to website: <http://www.state.il.us/agency/idol/rates/rates.HTM>, and Special Condition Pages SC-6 and SC-7 for the current Prevailing Wage Rates for Cook County.

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

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

**SC-08 TERMS, INSURANCE AND LIABILITY****Subrogation and Waiver**

The Contractor shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the Cook County, Cook County Board of Commissioners and employees of the County.

The Contractor shall waive its rights of recovery against Cook County, Cook County Board of Commissioners and employees of the County which Contractor may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

**Insurance Requirements of the Contractor**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract

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

SPECIAL CONDITIONS

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**1. Coverages**

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a  
limit of:

- \$500,000 each Accident
- \$500,000 each Employee
- \$500,000 Policy Limit for Disease

Broad form all states coverage

(b) **Commercial General Liability Insurance**

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

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

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Property Damage Liability;
- (e) Personal and advertising injury;
- (e) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

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

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

**SPECIAL CONDITIONS**

(d) **Umbrella/Excess Liability Insurance**

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

- a. \$5,000,000 each occurrence for all liability

**2. Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Commercial Automobile and Umbrella/Excess insurance policies. The Commercial General Liability insurance maintained by the Contractor shall be on a primary, non-contributory basis and shall not be excess or pro rata to any insurance or self-insurance maintained by the County.

(b) **Qualification of Insurers**

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

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

**SC-09 SERVICE LOCATION**

All services shall be performed at the following location:

Cook County Office of the Medical Examiner  
2121 West Harrison Street  
Chicago, IL 60612

**SC-10 NOTIFICATION**

Do not service until notified by the Cook County Office of the Medical Examiner.

SPECIAL CONDITIONS

**ILLINOIS PREVAILING WAGE RATES  
PURSUANT TO THE ILLINOIS FINANCE PROCUREMENT CODE  
July 1, 2013**

**SECURITY GUARDS**

Jurisdiction: The Counties of DuPage, Lake, Will, and Cook excluding employees in commercial office buildings in the area of Chicago bounded by Roosevelt Road on the South, Lake Michigan on the East, Racine Street on the West, and North Avenue on the North.

Wages:

Unarmed	\$12.90*
Armed	\$13.65*

Employees who are above these rates shall receive a \$0.15/hour raise above their current rate.

Sergeants, Lieutenants, Captains, Dispatchers and other supervisory personnel shall receive an additional payment per hour in addition to the minimum hourly wage above.

Sergeants	\$ .20*
Lieutenants	\$.25*
Captains, Dispatchers Other Supervisory Personnel	\$ .30*

\*Employees who perform production work, clerical work, or any other duty above and beyond those performed as part of the guard's normal duties shall receive twenty-five cents (\$.25) per hour in addition to their appropriate hourly rate.

Health  
and

Welfare:

Full-time employees:	\$540.61 per month
Part-time employees:	\$237.87 per month

This single monthly coverage is payable by the employer only for employees who elect in writing to pay the remainder of the premium.

New employees become eligible upon the completion of 150 days of employment.

(Part time employees are those who work six (6) hours or more but less than 32 hours per week.)

SPECIAL CONDITIONS

**Security Guard**

**Effective 07/01/13**

**DuPage, Lake, Will and Cook Excluding Downtown**

Pension: After reaching the first anniversary date of employment, the Employer shall contribute \$0.21 per hour to a pension fund on behalf of each employee or pay it directly to each employee.

Vacation: 40 hour's vacation with pay after 1 year of service.  
80 hour's vacation with pay after 2 years of service.  
120 hour's vacation with pay after 8 years of service.  
160 hour's vacation with pay after 12 years of service.  
200 hour's vacation with pay after 20 years of service.

Employees who work less than one (1) year receive prorated vacation.

Employees who work less than eighteen hundred (1,800) hours during their anniversary year shall receive vacation prorated based on the ratio of actual hours worked during the anniversary year to eighteen hundred (1,800) hours.

These wage rates, fringe benefits and working conditions are determined by the Illinois Department of Labor to be conditions prevalent in the State of Illinois and shall be the minimum requirements for security guards under the Illinois Procurement Code. Retroactive reimbursement is required if less than the prevailing wage was paid at any time. For additional information, please call IDOL at 217-782-1710.



SPECIFICATIONS**ITEM NO. 1: ARMED SECURITY GUARDS SERVICES****Scope of Work**

Armed Security Guard Services will be required for the Cook County Office of the Medical Examiner, located at 2121 W. Harrison Street, Chicago, IL 60612.

The Cook County Office of the Medical Examiner requires one (1) security guard during operating hours Monday through Sunday, including County Holidays. The guard will be stationed at the front entrance of the 2121 W. Harrison Street location. At the beginning of each workday, the security guard shall check all doors on each floor. A minimum of five periodic "roving patrols" are required daily, with additional "roving patrols" upon request of personnel of the Department.

The security guard will escort up to two (2) family members at a time to a viewing room used to identify decedents.

**Contractor Requirements**

The Contractor shall be a company engaged in the business of providing armed security guard services utilizing highly skilled security officers who have advanced security training or military and/or law enforcement experience or a combination of such.

The Contractor must be engaged in the business of providing security services with a minimum of three (3) years' experience of providing security services in the state of Illinois or any other state prior to commencement date of the contract. Contractor must have placed a minimum of 15 armed security employees over the past two years.

Contractor must be an agency licensed and bonded by the proper authority in the State of Illinois that regulates this type of work and shall be in good standing with the Illinois Department of Financial and Professional Regulation and have current licenses and permits for all security guard personnel as mandated by local, state and federal requirement.

Contractor must submit satisfactory proof of their required licensing and bonding with their bid to certify that their agency is in good standing with the State authority with their bid or within five (5) upon request from the Office of the Chief Procurement Officer. Contractor shall also be required to provide proof of proper licensing for all security guards to be assigned to provide security guard service for the Cook County Office of the Medical Examiner.

Any guard assigned to the Cook County Office of the Medical Examiner must have undergone a thorough criminal background investigation including, but not limited to, fingerprint check, criminal records check, sex offender registration records check, and drug test at the Contractor's expense and be approved by the Cook County Office of the Medical Examiner.

Any guard assigned to the Cook County Office of the Medical Examiner must be approved by the Cook County Office of the Medical Examiner and authorized to carry weapons in the State of Illinois with a copy of the weapon permit provided to the Cook County Office of the Medical Examiner. All weapon permits should be current and maintained in accordance with the contract.

SPECIFICATIONS

Contractor shall be responsible for providing all materials, serviceable firearms, ammunition, nightsticks, serviceable flashlights, rain gear, uniforms which are clean, in good repair, easily recognizable and identify the guard as an employee of the vendor, and any other miscellaneous equipment which may be needed;

Contractor shall insure that all guard personnel meet the following minimum individual guard requirements:

- Must be the minimum age of 21;
- Have a high school diploma, or a G.E.D.;
- Be a citizen of the United States;
- Be able to read, write, and speak English;
- Must be computer literate;
- Hold a valid permit to carry a pistol;
- Be capable of standing for prolonged periods of time;
- Be free of any physical impairment. Guard must be physically capable of maintaining order in stressful, confrontational, dangerous situations, and of removing from the agency any disruptive, unruly persons;
- Possess the knowledge and ability to perform all required guard service duties.

The Contractor represents that they are fully equipped and competent to perform this work and that such work shall be in compliance with applicable licensing statutes of the State of Illinois. The security company's employment policy must comply with federal, state, and local equal opportunity statutes.

The contractor shall be required to provide a lunch relief so that security is provided during all hours specified below for each location, within the Cook County Office of the Medical Examiner. Additionally, breaks should be limited to one 15 minute period each day.

Armed Security Guard Duties

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

Contractor shall be responsible for providing Armed Security Guard Services. Examples of services to be provided include, but are not limited to, the following: allowing only authorized persons access to the building(s); maintaining an activity log (electronic or paper) in accordance with County requirements (such as accepting UPS, FedEx, or other package deliveries); monitoring and investigating of all internal alarm systems (such as fire); escorting agency employees to conduct agency business; checking to ensure all entrances and exits are secure at the end of the day; deterring acts of vandalism, graffiti, burglary, trespassing, and other hazardous, criminal, or unauthorized activities; conducting security patrols in accordance with the routes and schedules established in the post orders; responding to calls regarding fires, bomb threats, or any other emergency situations; roving patrol of property to detect and prevent criminal or unauthorized activities; escorting family members to the viewing room during normal work hours; and monitoring the employee parking areas.

Duties are to patrol on foot, the areas of the Cook County Office of the Medical Examiner and the two parking lots at 2121 W. Harrison Street.

SPECIFICATIONS

One (1) guard will be stationed at the front entrance of 2121 W. Harrison St. At the beginning of each workday, the security guard shall check all doors on each floor. A minimum of five periodic "roving patrols" are required daily with additional "roving patrols" upon request of personnel of the Department. The security guard will escort up to two (2) family members at a time to a viewing room used to identify decedents.

All guards shall be uniformed, clean and professional in appearance. The security guard(s) on duty must all times, without exception, be courteous, exercise tact and diplomacy in their daily contact with the Public and Staff. Disrespectful conduct **will not be tolerated**. Security guards must also show, at all times, a professional appearance and be in full uniform with picture identification, proper sleeve patches and a security badge identifying him/her as a security guard. Jeans and sandals/jogging shoes shall not be acceptable. The security guard on duty must be prepared at all times to show proof of his/her State certification/license upon request by a representative of Cook County.

Security Guards reporting for duty without the aforementioned items and/or conducting themselves in an unprofessional manner shall be asked to leave the premises. The Contractor shall be notified by the Department of Administration within the Cook County Office of the Medical Examiner. The Contractor will be expected to provide a replacement guard within one (1) hour from this notification.

The contractor shall sign in at the beginning of the shift, and sign out at the end of the shift on the Cook County Office of the Medical Examiner Contractual Services Sign In - Sign Out form.

Security guard shall stop and question suspicious persons, department employees not assigned to work, other utility employees without permitted entrance authorization, from going into offices or loitering in or around the building or parking areas.

Security guard shall patrol the parking areas to provide deterrence of theft and vandalism of vehicles on the west, south, east, and north side of the facility, at thirty minute intervals or more frequently.

File reports on incidents that would be helpful to police investigations.

Route and schedule of patrols shall be in accordance with the facility and grounds.

All security guards provided at the Cook County Office of the Medical Examiner shall be given prior on-site orientation regarding their duties by Administration of the Cook County Office of the Medical Examiner, and also given a copy of these duties and responsibilities.

Security guards must carry a two way radio or a cellular phone to report any illegal activity directly to the Police Department.

Daily security reports must be submitted to the Cook County Office of the Medical Examiner Administration staff, advising of any emergencies or incidents that the security guard responded to.

All security guards shall have a valid guard registration card and a valid firearm qualification card.

Security Guard Verification: The County may require that security guard employees assigned by the Contractor be screened by the Police Department prior to reporting for duty.

SPECIFICATIONS

Employees must be provided photo ID tags to be worn at all times when on duty. The successful Contractor shall provide a list and rotation schedule of all contract employees assigned to the Cook County Office of the Medical Examiner location.

Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside designated locations and not properly walking in an alert manner the different levels (floors) or perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in deep/lengthy conversations with patrons/staff or others shall be interpreted by the Cook County Office of the Medical Examiner as a substantial breach of contract by the contractor.

The security guard shall protect the location referred to herein, persons lawfully thereupon, property therein, and tenants and/or customers from unlawful conduct of persons and from dangerous conditions.

The security guard shall sign in at the beginning of the shift, and sign out at the end of the shift on the Cook County Office of the Medical Examiner Contractual Services Sign In – Sign Out form.

The security guard shall possess a working knowledge of local and state statutes on law enforcement and public safety. Each guard must have training and experience in human relations, report writing, crowd management and control. The security guard shall be properly trained in the handling of firearms and be proficient in the use of firearms.

Schedule

The Contractor shall provide one (1) armed security guard at the Cook County Office of the Medical Examiner facility located at 2121 W. Harrison Street, Chicago, IL 60612, which includes the two parking lots at 2121 W. Harrison St. based on the following schedule:

The Cook County Office of the Medical Examiner is a 24 hours a day, seven days a week operation.

Monday through Friday:	8:30 a.m. to 4:30 p.m.
Saturdays, Sundays and Holidays:	12:00 p.m. – 4:00 p.m.

All services shall be provided at a straight time rate.

The Cook County Office of the Medical Examiner reserves the right to decrease hours of service, determine types of service required, and the lawful duties to be performed.

SPECIFICATIONS

Contractor shall supply services on all days listed, to include official county holidays. County Holidays are as follows:

Monday, September 2, 2013	Labor Day
Monday, October 14, 2013	Columbus Day
Monday, November 11, 2013	Veterans Day
Thursday, November 28, 2013	Thanksgiving Day
Wednesday, December 25, 2013	Christmas Day
Wednesday, January 1, 2014	New Year's Day
Monday, January 20, 2014	Birthday of Martin Luther King, Jr.
Wednesday, February 12, 2014	Lincoln's Birthday
Monday, February 17, 2014	Washington's Birthday
Monday, March 3, 2014	Casimir Pulaski Day
Monday, May 26, 2014	Memorial Day
Friday, July 4, 2014	Independence Day
Monday, September 1, 2014	Labor Day
Monday, October 13, 2014	Columbus Day
Tuesday, November 11, 2014	Veterans Day
Thursday, November 27, 2014	Thanksgiving Day
Thursday, December 25, 2014	Christmas Day
Thursday, January 1, 2015	New Year's Day
Monday, January 19, 2015	Birthday of Martin Luther King, Jr.
Thursday, February 12, 2015	Lincoln's Birthday
Monday, February 16, 2015	Washington's Birthday
Monday, March 2, 2015	Casimir Pulaski Day
Monday, May 25, 2015	Memorial Day
Friday, July 3, 2015	Independence Day
Monday, September 7, 2015	Labor Day
Monday, October 12, 2015	Columbus Day
Wednesday, November 11, 2015	Veterans Day
Thursday, November 26, 2015	Thanksgiving Day
Friday, December 25, 2015	Christmas Day
Friday, January 1, 2016	New Year's Day
This above list identifies County holidays through January 1, 2016	

SPECIFICATIONS**Illinois Armed Security Guard Licensing Requirements**

The Contractor will be required to meet the State of Illinois requirements regarding Armed Security Guards. All employees of the Contractor working at the County facility must:

- Be at least 21 years of age.
- Be a legal resident of the United States
- Submit to a background check
- Submit to finger printing
- Successfully complete a twenty (20) hour education course at a Certified Training Center
- Successfully complete twenty (20) hour firearms training for armed security guards

The Illinois Department of Financial and Professional Regulation will issue the armed security guard license. The license can only be applied for after the certified training has been successfully completed and will be issued for a length of two years.

The 20 hours of required training will prepare the applicant to professionally provide the services that will be required in the security industry, along with the legal issues of criminal detainment and other situations.

The training course shall be at a certified facility and shall educate the applicant in emergency situations and working with official agencies, including filing written reports.

Training for the Illinois armed security guard will be a 20-hour education for the applicant at a state certified training facility and will include:

- Limits of legal force
- Legal issues
- Emergency medical including CPR
- Detainment of criminal suspects
- Control of the public or crowd situation

The firearm's training that is required shall be twenty (20) hours in length, and shall include classroom education and time at the range. There shall be marksmanship and target training done at the range and in the classroom, along with weapons education and legal issues. The firearm's training prepares the Illinois armed security guard to handle situations confidently that might require the use of their weapon to protect their place of employment or the public. The classroom training will provide the applicant with the legal issues and situations that can arise while employed, as an armed security guard if using a weapon is needed in a given situation.

Contractor shall be responsible for all costs associated with acquiring the Illinois Armed Security Guard Licensing.

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 1353-12992 for ARMED SECURITY GUARD for COOK COUNTY OFFICE OF THE MEDICAL EXAMINER, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that by making this Proposal, they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>ESTIMATED QUANTITY</u>	<u>AVG. HOURLY RATE</u>	<u>TOTAL (EST. QTY. x AVG. HOURLY RATE)</u>
1	One (1) Armed Security Guard (Weekday Rate), as per Specification herein	HOUR	4,160	18.44	76,711
2	One (1) Armed Security Guard (Weekend Rate), as per Specification herein	HOUR	832	18.44	15,342
3	One (1) Armed Security Guard (County Holiday Rate), as per Specification herein	HOUR	96	32.45	3,116

**GRAND TOTAL:** 95,169  
(GRAND TOTAL = TOTAL FOR ITEM NOS. 1 THROUGH 3 ABOVE)

SERVICE DATE: \_\_\_\_\_  
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

PROPOSAL

Provide a Supplemental price breakdown for the average Armed Security Guard for weekdays, weekends, and holidays.

Direct Hourly Wage – Weekday (without Benefits)	\$ <u>13.65</u>
Health & Welfare	\$ <u>.24</u>
Pension	\$ <u>.21</u>
Management Fees + Profit + Overhead (MPO)	\$ <u>4.34</u>
<b>Average Hourly Rate (Weekday):</b>	\$ <u>18.44</u>

Direct Hourly Wage – Weekend (without Benefits)	\$ <u>13.65</u>
Health & Welfare	\$ <u>.24</u>
Pension	\$ <u>.21</u>
Management Fees + Profit + Overhead (MPO)	\$ <u>4.34</u>
<b>Average Hourly Rate (Weekend):</b>	\$ <u>18.44</u>

Direct Hourly Wage – Holiday (without Benefits)	\$ <u>27.66</u>
Health & Welfare	\$ <u>.24</u>
Pension	\$ <u>.21</u>
Management Fees + Profit + Overhead (MPO)	\$ <u>4.34</u>
<b>Average Hourly Rate (Holiday):</b>	\$ <u>32.45</u>



PROPOSAL

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

Addendum No. one Date: 9.24-2013  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

QUICK PAYMENT DISCOUNTS

Cook County is working hard to reduce budgets, engage in strategic sourcing, and streamline internal processes. Consequently, Cook County has initiated a Quick Payment program. The Quick Payment program serves the purpose of both benefiting Cook County and the vendor community. The County will be able to purchase goods and services in a timelier manner while improving vendor relations. Vendors will benefit from reduced collection periods and improved capital charges. This will allow the vendor community to also reduce opportunity costs and improve strategic planning capabilities. In the chart below please provide what quick payment discounts your company is willing to offer. This will be used for informational purposes.

## Quick Payment Discounts

1	What payment terms would your company propose for this program?	<u>none</u>	
2	Is there a quick payment discount that your company would be willing to offer? If so, please provide details	EARLY PAYMENT	% DISCOUNT
		NET 30	<u>N/A</u>
		NET 20	
		OTHER	

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

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

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

- ☒ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- ☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II.**



**Direct Participation of MBE/WBE Firms**



**Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: MOORE SECURITY SERVICES

Address: 11828 South Western Ave Chicago IL 60643

E-mail: ETSACORP@aol.com

Contact Person: Debra M. Gorman Phone: 773-233-6023

Dollar Amount Participation: \$ 9,516.91

Percent Amount of Participation: 90 %

\*Letter of Intent attached? Yes ☒ No ☐

\*Letter of Certification attached? Yes ☒ No ☐

MBE/WBE Firm: STEINER SECURITY SERVICES

Address: 13810 South Cicero Ave. Crestwood IL 60446

E-mail: vmcgrew.steiner@sbcglobal.net

Contact Person: Vivian McGrew Phone: 708-424-8200

Dollar Amount Participation: \$ 9,576

Percent Amount of Participation: 10 %

\*Letter of Intent attached? Yes ☒ No ☐

\*Letter of Certification attached? Yes ☒ No ☐

Attach additional sheets as needed.

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

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Steiner Security Services

Certifying Agency: Cook County

Address: 13810 Smith Circle

Certification Expiration Date: 11-5-13

City/State: Crestwood IL Zip: 60446

FEIN #: 06-1681949

Phone: 708-424-8200 Fax: 708-424-1636

Contact Person: Vivian McGraw

Email: v.mcgraw.steiner@sbglobal.net

Contract #: 1353-12992

Participation: ☒ Direct ☐ Indirect

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

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Armed Security Officers

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

10 % net 30 days

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

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

Vivian McGraw  
Signature (M/WBE)

Debra M Gorman  
Signature (Prime Bidder/Proposer)

VIVIAN MCGRAW  
Print Name

DEBRA M GORMAN  
Print Name

STEINER SECURITY SERVICES  
Firm Name

MOORE SECURITY SERVICES  
Firm Name

10-8-13  
Date

10-8-13  
Date

Subscribed and sworn before me

this 8 day of October, 2013.  
Notary Public Lashune C. Droughns

SEAL

Subscribed and sworn before me

this 8 day of October, 2013.  
Notary Public Lashune C. Droughns

SEAL



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

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- ☐ FULL MBE WAIVER ☐ FULL WBE WAIVER
- ☐ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

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

**D. OTHER RELEVANT INFORMATION**

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

## **CERTIFICATIONS (SECTION 4)**

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

### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

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

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

### **C. DRUG FREE WORKPLACE ACT**

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



**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

N/A

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

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

- a) Is Bidder a "Local Business" as defined above?

Yes: ☒ No: ☐

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

11828 South Western Ave  
Chicago IL 60643

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

Yes: ☒ No: ☐

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): 2635 West Seipp St  
Chicago IL 60652  
19-36-419-027-0000  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

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

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

n/a

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

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name MOORE Security Services D/B/A: N/A EIN NO.: 55-0842599

Street Address: 11828 S. Western

City: CHICAGO State: IL Zip Code: 60643

Phone No.: 773-477-2763

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Debra M. Gorman	11828 S. Western Chicago IL 60643	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
Debra M Gorman	Debra M Gorman	2635 W. Seipp St Chicago IL 60652

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ☒ ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

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

Debra M Gorman  
Signature

ETSACorp@aol.com  
E-mail address

President  
Title

10-8-13  
Date

773-233-6023  
Phone Number

Subscribed to and sworn before me  
this 8 day of October, 2013

X Lashune Droughns  
Notary Public Signature

My commission expires: April 3, 2016





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Debra M Gorman Title: President

Business Entity Name: Moore Security Services Phone: 773-233-6023

Business Entity Address: 11828 S Western Chicago IL 60643

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

Owner/Employee Name:	Related to:	Relationship:
1. <u>N/A</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

☒ There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

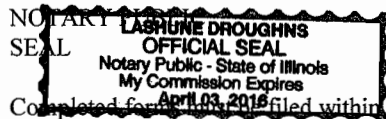
**To the best of my knowledge and belief, the information provided above is true and complete.**

Debra M Gorman 10-8-13  
Owner/Employee's Signature Date

Subscribe and sworn before me this 8 Day of October, 2013

a Notary Public in and for Cook County

Lashune Droughns  
(Signature)



My Commission expires April 3, 2016

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

**Cook County Board of Ethics  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602**

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

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

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



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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

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

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

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

\* 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.

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

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

BUSINESS NAME: Moore Security Services Inc

BUSINESS ADDRESS: 11828 S. Western Ave.  
Chicago IL 60643

BUSINESS TELEPHONE: 773-233-6023 FAX NUMBER: 773-233-6043

CONTACT PERSON: Debra McGowan

FEIN: 55-0842599 \*IL CORPORATE FILE NUMBER: D6298661-1

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Debra McGowan VICE PRESIDENT: \_\_\_\_\_

SECRETARY: Debra McGowan TREASURER: Debra McGowan

\*\*SIGNATURE OF PRESIDENT: Debra McGowan

ATTEST: Debra McGowan (CORPORATE SECRETARY)

Subscribed and sworn to before me this

8 day of October, 2013

X Lashune Droughns  
Notary Public Signature

My commission expires:



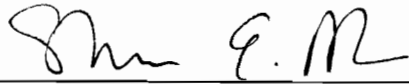
Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14 DAY OF January, 2014.

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

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

1353-12992

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 95,169.<sup>00</sup>  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

NOT REQUIRED

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