



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

VIA ELECTRONIC AND U.S. FIRST CLASS MAIL

April 26, 2017

Nicholas A. Gowen
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Avenue, Suite 2100
Chicago, Illinois 60611-3607
ngowen@burkelaw.com

Re: Letter Regarding Specification No. 187673 (“Specification”), Transportation of Deceased Persons

Dear Mr. Gowen:

I write in response to the letter that you sent on behalf of GSSP Enterprise, Inc. (“GSSP”) to the City of Chicago’s Department of Procurement Services (“DPS”) on January 3, 2017 (“Letter,” attached as **Exhibit 1**).

Despite the fact that your client, GSSP, did not bid on this Specification, you allege that Allied Services Group, Inc. (“Allied”) committed various improprieties in the submission of its bid for, and in its performance under, the current contract for the transportation of deceased persons (“2011 Contract”). Letter, **Ex. 1** at 1-3. You conclude that Allied should not be allowed to participate in the upcoming contract (“2017 Contract”), and request that DPS:

- Investigate Allied to determine the appropriateness of terminating the 2011 Contract;
- Postpone awarding a recipient of the upcoming contract, and instead rebid;
- Award some type of temporary contract to GSSP pending the results of the rebidding; and
- Disqualify Allied from submitting a bid for the upcoming contract.

Id. As discussed below, I find that GSSP, having failed to submit a bid on this Specification, does not have standing to submit a protest under DPS’s Solicitation and Contracting Process

Protest Procedures (the “Procedures”).¹ In addition, the Letter does not invoke the Procedures and does not constitute a protest. Moreover, as DPS has stated on multiple occasions, responding to GSSP’s Letter does not grant GSSP standing to file a protest. However, even assuming *arguendo* that GSSP had standing to submit, and had in fact submitted, a protest, GSSP has not presented any information that would warrant the relief requested in its Letter.

I. Background

The Specification seeks to procure services for the transportation of deceased persons for the City of Chicago Police Department (“CPD”). Bids were opened on November 18, 2016. GSSP did not submit a bid on the Specification.

On January 3, 2017, GSSP sent the Letter to DPS, outlining its concerns with allowing Allied to bid on the Specification. Specifically, GSSP argued that (1) Allied is controlled by John Klaczak, a convicted sex offender, whose true affiliation with Allied was hidden from the City when Allied was awarded the 2011 Contract; (2) GSSP has reason to believe that Allied made several materially false statements in its bid package to obtain the 2011 Contract; and (3) GSSP has reason to believe that Allied subcontracted the work under the 2011 Contract, in violation of that contract. **Ex. 1**, Letter at 1-3. On January 25, 2017, Allied submitted a response (“Response,” attached as **Exhibit 2**), in which it summarily denied all of GSSP’s allegations. GSSP responded to the Response (“Reply,” attached as **Exhibit 3**), in which it stated that Allied “failed to rebut” each allegation.

DPS held a meeting on February 27, 2017, which was attended by representatives of DPS, the City of Chicago Department of Law, CPD, GSSP, and Allied. During this meeting, DPS permitted GSSP to elaborate upon the allegations in the Letter, and also allowed Allied to respond. After the meeting, DPS gave GSSP the opportunity to submit any additional evidence it wished for DPS to review. DPS also permitted Allied to respond to any GSSP submission. DPS emphasized that it was not granting GSSP standing to file a protest. Allied sent an email on February 28, 2017 (attached as **Exhibit 4**), in which it denied that the video shown by GSSP during the meeting showed John Klaczak performing work under the 2011 Contract. GSSP made an additional submission on March 3, 2017 (“GSSP Additional Submission,” attached as **Exhibit 5**). Allied responded on March 16, 2017 (“Allied 2nd Response,” attached as **Exhibit 6**).

II. Analysis

Section 8-10-3 of the Illinois Municipal Code provides that, except for categories of contracts not at issue here, all contracts “shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder,” 65 ILCS 5/8-10-3, and Section 8-10-7 establishes the requirements for such advertisements, 65 ILCS 5/8-10-7. Illinois law requires that competitively-bid City contracts be awarded to the lowest responsible, responsive bidder. *See* 65 ILCS 5/8-10-3; *Walsh/II In One Joint Venture III v. MWRD*, 389 Ill. App. 3d 138, 147, 904 N.E.2d 1158, 1166 (1st Dist. 2009). As discussed further below, the term “responsible”

¹ The Procedures are available on DPS’s web page at <http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/BidProtestRules2-17-2015.pdf>.

means that the bidder can be trusted to adequately do the job, *S.N. Nielsen Co. v. Public Building Commission*, 81 Ill. 2d 290, 299 (1980), and that requirement comes from the Municipal Purchasing Act, 65 ILCS 5/8-10-3(a). With respect to the requirement that bids be “responsive,” this means that bids must conform to the advertised requirements of the invitation to bid. *See, e.g., Walsh*, 389 Ill. App. 3d at 147, 904 N.E.2d at 1166; *Leo Michuda & Son Co. v. Metropolitan Sanitary Dist. of Greater Chicago*, 97 Ill. App. 3d 340, 344, 422 N.E.2d 1078, 1082 (1st Dist. 1981).

There is no question that the Contract at issue here was required to be competitively bid pursuant to Section 8-10-3, and that it was competitively bid pursuant to the Specification.

I have reviewed the bid documents, the Letter, and the supplemental submissions by GSSP and Allied, along with the relevant rules and regulations and case law. After reviewing all of this information, I have determined that, even if GSSP had standing to submit, and had in fact submitted, a protest, it has not presented evidence that would warrant disqualification of Allied from bidding on the Specification.

A. As a preliminary matter, GSSP does not have standing to file a protest.

1. GSSP does not have standing to file a protest under the Procedures.

Under the Procedures, GSSP does not have standing to file a protest. Section I.B. of the Procedures states that “[a]ny interested party may file a protest on the basis that the City has failed to comply with applicable Federal or State law or with the local regulations.” Procedures at 2, Section I.B. “Interested party” is defined as:

any person (a) who is an actual bidder or prospective bidder in the procurement involved; (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract; and (c) who demonstrates compliance with these procedures, the terms of the invitation for bids, and the contract documents (if bid) or Request for Qualifications (RFQ) or Request for Proposals (RFP), as applicable.

Id. at 1, Section I.A.4. As discussed below, GSSP has no standing to submit the bid protest under the Procedures.

It is undisputed that GSSP is not an “actual bidder,” because it did not submit any bid to the City on the Specification. Moreover, it has no standing as a “prospective bidder,” since the time for submitting bids has expired. “Once the bid-proposal period expires, a party can no longer qualify as a ‘prospective’ bidder; it can claim standing only if it filed an actual bid or a bid protest.” *Brem-Air Disposal v. Cohen*, 156 F. 3d 1002, 1003 (9th Cir. 1998) (citing *Waste Mgmt. of North America v. Weinberger*, 862 F. 2d 1393, 1398 (9th Cir. 1988)) (interpreting definition of “interested party” under similar federal bid protest procedures).

Also, GSSP cannot show a “direct economic interest” that would be affected by the award of the 2017 Contract. “A firm that has either failed to submit an offer or has withdrawn from the procurement does not have an economic interest sufficient to confer standing.” *Camden*

Shipping Corp. v. United States, 89 Fed. Cl. 433, 439 (U.S. Fed. Cl. 2009) (interpreting definition of “interested party” under similar federal bid protest procedures). Here, GSSP can show no economic interest in the award of the contract, because it did not submit a bid proposal for the Specification.

For the abovementioned reasons, GSSP has no standing to file a bid protest under the Procedures.

2. GSSP has no standing under general standing law.

Aside from standing under the Procedures, GSSP has no standing to assert its challenge under general Illinois standing principles. “The doctrine of standing ensures that the person pursuing the action has a real interest in the outcome of the controversy.” *Crusius v. Illinois Gaming Board*, 807 N.E.2d 1207, 1212 (Ill. App. Ct. 2004). The plaintiff “must have sustained a real injury, fairly traceable to the defendant’s conduct, which is likely to be redressed by the requested relief.” *Springfield Rare Coin Galleries, Inc. v. Johnson*, 503 N.E.2d 300, 303 (Ill. 1986). “[T]he party seeking relief must possess a personal claim, status, or right which is capable of being affected.” *Underground Contractors Ass’n v. City of Chicago*, 362 N.E.2d 298, 301 (Ill. 1977).

In *Underground*, an association of underground contractors brought an action to challenge procedures by which the City awarded certain contracts. The Illinois Supreme Court held that association members had no standing to challenge the City because they failed to show sufficient injury or threat of injury due to the fact that they had not placed any bids on the proposed project. *Id.*, 362 N.E.2d at 303. Likewise, GSSP did not submit any proposal in response to the Specification, so it cannot be awarded any contract. Thus, it cannot show any injury or threat of injury as a result of any award to be made pursuant to the Specification.

For all of the abovementioned reasons, GSSP has no standing here to file a protest.

B. GSSP has not established that Allied should be disqualified from bidding on the 2017 Contract.

Although GSSP does not have standing to file a protest, I have reviewed the substantive arguments raised in its Letter. As detailed below, after multiple submissions and a meeting with DPS, GSSP has not cited any law or regulation that was violated during the bid process for the Specification at issue here.

In the Letter, GSSP states its belief that “evidence establishes” that Allied is unqualified for the 2017 Contract. **Ex. 1**, Letter at 1. The Letter divides that statement into three main allegations:

- “Allied is controlled by John Klaczak, a convicted child sex offender, whose true affiliation with Allied was hidden from the City when Allied was awarded the 2011 Contract.” *Id.*

- “GSSP has reason to believe that Allied made several materially false statements in its bid package to obtain the 2011 Contract regarding its ownership structure, its prior experience, and its financial statements.” *Id.* at 2.
- “GSSP has reason to believe that Allied has subcontracted the work that was to be performed under the [2011] Contract to another entity in violation of the 2011 Contract.” *Id.* at 3.

DPS reviews and evaluates all bids to determine whether each bidder is responsible, as it is required to do under the Municipal Purchasing Act. 65 ILCS 5/8-10-3(a). The term “responsible” means that the bidder can be trusted to adequately do the job. *S.N. Nielsen Co. v. Public Building Commission*, 81 Ill. 2d 290, 299 (1980). Absent fraud, unfair dealing, or favoritism, and where a sound and reasonable basis for the award is made, the City has wide discretion to determine if the lowest bidder is responsible. *Court St. Steak House, Inc. v. Cty. of Tazewell*, 163 Ill. 2d 159, 165, 167 (1994); *S.N. Nielsen Co.*, 81 Ill. 2d at 299; *Armstrong v. Crystal Lake Park Dist.*, 139 Ill. App. 3d 991, 998 (2d Dist. 1985). Although the term “responsible bidder” is incapable of any exact definition, it has been held that the term “responsible” includes the ability of the contractor to discharge his obligations in accordance with what may be expected under the terms of the contract. *Hallett v. City of Elgin*, 254 Ill. 343, 347 (1912); *Armstrong*, 139 Ill. App. 3d at 998; *Oscar George Elec. Co. v. Metro. Fair & Exposition Auth.*, 104 Ill. App. 3d 957, 963-64 (1st Dist. 1982).

Under the above standards, I conclude that Allied is a responsible bidder, and is therefore eligible to participate in the 2017 Contract. The Letter alleges that Allied’s bid submission and contract performance related to the 2011 Contract should compel DPS to declare Allied ineligible for the 2017 Contract. In order to evaluate GSSP’s claims, DPS carefully considered GSSP’s submissions, Allied’s responses, the information presented at the February 27, 2017 meeting between the parties, and the bid documentation from the 2011 Contract. Also, while I retain the ultimate authority, as CPO, to determine the responsibility of bidders, I also look to City operating departments like CPD for their recommendations regarding questions of technical or operational experience.

Based on the legal standards for responsibility cited above, there is simply no evidence presented that would warrant declaring Allied not responsible for the 2017 Contract. For instance, GSSP provided a video purporting to show that, contrary to Allied’s prior statements, John Klaczak was involved in Allied’s operations during the term of the 2011 Contract. **Ex. 1**, Letter at 2. Allied has repeatedly disputed GSSP’s characterization of this video, and has denied that the video depicts Mr. Klaczak. *See, e.g., Ex. 6*, Allied 2nd Response at 2. DPS is unable to draw any conclusions from the video presented. Likewise, Allied has denied each of GSSP’s other allegations, and GSSP has not proven any of its allegations to be true. More importantly, CPD, the user department, has expressed full satisfaction with Allied’s performance under the 2011 Contract and is confident that Allied will continue to perform satisfactorily under the 2017 Contract. GSSP’s allegations provide no reason to deviate from CPD’s assessment. Therefore, even if GSSP had standing, I find no basis to grant the requests made in the Letter.

III. Conclusion

For the above reasons, the requests made in the Letter are denied. Thank you for your interest in ensuring the integrity of the City's procurement process, and I encourage you to bid on future specifications.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

CC: Gina Oka, DPS
Rich Butler, DPS
John O'Brien, DPS
Anne Marie McIntyre, DPS
Mauricio Beltran, DPS
Charisse Valente, CPD
Joel Brown, CPD
Roslyn Joshua, CPD
Fiona A. Burke, DOL
Mitchell Krock, DOL

EXHIBIT 1

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GO

JAN 06 2017

NICHOLAS A. GOWEN
DIRECT DIAL NUMBER: (312) 840-7088
ngowen@burkelaw.com

January 3, 2017

Via FedEx Charisse Valente General Counsel Chicago Police Department Office of Legal Affairs 3510 S. Michigan Avenue, 5 th Floor Chicago, Illinois 60653	Via FedEx Richard Butler 1 st Deputy Procurement Officer City of Chicago Department of Procurement Services 121 N. LaSalle Street, Suite 403 Chicago, Illinois 60602
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**Re: Contract Between Police Department and Allied Services Group, Inc.
(Contract No. 25150) for Transportation of Deceased Persons**

Dear Ms. Valente and Mr. Butler:

This firm represents GSSP Enterprise, Inc. and its principal, Brian Higgins (collectively "GSSP"). GSSP is a former Consultant for the Police Department that was awarded and performed Contract 12453 for the Transportation of Deceased Persons between 2004 and 2011. We write because GSSP has recently learned that the City is preparing to award another contract (Bid No. 187673) for the Transportation of Deceased Persons on or about February 27, 2017 (the "2017 Contract"). GSSP is concerned that a potentially unqualified entity may be awarded the work which could be detrimental to the City.

GSSP Believes Evidence Establishes that Allied is Unqualified for the 2017 Contract.

GSSP has learned that Allied Services Group, Inc. ("Allied"), the current Consultant transporting deceased persons for the Police Department pursuant to Contract No. 25150 (the "2011 Contract") submitted a bid to receive the 2017 Contract. (Ex. 1.) As you review and analyze Allied's bid submission, you should be aware of alarming, yet public, issues regarding Allied's principal, as well as facts demonstrating that Allied likely materially breached the 2011 Contract that may necessitate the City not permitting Allied to be considered for the 2017 Contract.

First, Allied is controlled by John Klaczak, a convicted child sex offender, whose true affiliation with Allied was hidden from the City when Allied was awarded the 2011 Contract. (See Group Ex. 2.) Allied intentionally withheld its relationship with Klaczak to prevent the City from knowing that it was partnering with a pedophile to perform the sensitive

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work of transporting deceased persons. Klaczak, the former chief of the Thornton, Illinois Fire Department, was the owner of Allied Cleaning Services, Inc. ("Allied Cleaning"), a firm specializing in biohazard and crime scene cleaning, between 2003 and 2009. Shortly before Allied bid on the 2011 Contract, Allied Cleaning purportedly became a subsidiary or affiliate of Allied – which was formed in 2009. Prior to 2009, Allied did business as Stamps Construction, Inc., performing construction work, and had zero experience dealing with transporting deceased persons.

Allied never disclosed Klaczak as one of its principals despite being required to do so as part of its Economic Disclosure Statement, and requirement to disclose key company personnel. (Ex. 3.) In fact, Allied, through its counsel, in response from an inquiry from the Department of Procurement Services, stated that "Klaczak has no involvement in Allied." (Group Ex. 4.) Yet, as recent as May 2014, Klaczak had become Allied's primary contact for the City, controlled Allied's operations, and was actively involved in the company's daily activities. (Ex. 5.) Klaczak's relationship with Allied did not suddenly occur in 2014. Rather, there are a number of videos showing Klaczak performing removal of deceased bodies for the Police Department, dating back to the early days of the 2011 Contract. Allied's failure to disclose its relationship with Klaczak was intentional and done to conceal their association with him. This is likely because of the public relations problems that certainly exist if the public became aware that the City was openly partnering with a convicted pedophile, who was to perform a sensitive role interacting with people at their most vulnerable time, and at a not-insignificant cost to taxpayers. Consequently, Klaczak is certainly not the type of person who the City should be openly doing business with in such an important role.

Second, GSSP has reason to believe that Allied made several materially false statements in its bid package to obtain the 2011 Contract regarding its ownership structure, its prior experience, and its financial statements. Article 9.1(a) of the 2011 Contract provides, that "[a]ny material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by [Allied] to the City," is considered an event of default which could allow the City to terminate the contract with Allied. Allied made several misrepresentations to induce the City to enter the 2011 Contract.

As discussed above, Allied failed to disclose its relationship with Klaczak and Allied Cleaning. Rather, Allied misrepresented that it had the necessary experience, expertise, and capacity to perform the services required under the 2011 Contract. Those statements were false as most of the documentation Allied provided with its bid package referenced Allied Cleaning's personnel and their collective experience – and not its own. As part of Allied's bid package, it was also required to provide the number years it had been in business, provide an overview of its experience and background, and identify its key personnel who would be committed to the project. The only individuals that Allied listed as having experience transporting deceased persons had actually been employed by Allied Cleaning. (Ex. 6.) Yet, Allied never disclosed that those individuals were employed by a different entity. (Compare Exs. 3 and 6.) Allied

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also did not disclose in its Economic Disclosure Statement that it would be utilizing Allied Cleaning to perform its contractual duties. These are all material omissions.

Allied made additional material misrepresentations in its bid package. Allied submitted unaudited financial information for 2007 and 2008 – *years for which Allied did not exist* – without disclosing the entity for which the unaudited statements applied – presumably Allied Cleaning. Allied also submitted Allied Cleaning’s business license as its own; made false claims regarding the body removal contracts it had executed with other governmental bodies; and provided misinformation regarding its references. Allied certainly made these material misrepresentations to induce the City to execute the 2011 Contract.

Third, GSSP has reason to believe that Allied has subcontracted the work that was to be performed under the Contract to another entity in violation of the 2011 Contract. Article 3.12 of the 2011 Contract provides that Allied “must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. [] **Consultant shall not subcontract, in any respect, the transport of deceased persons.**” (Emphasis added.) Furthermore, Exhibit 1, Section 3.1 of the 2011 Contract states that “[Allied] **must not subcontract the transport of deceased persons.**” (Emphasis in original.) For the absence of doubt, Article 2.1 of the 2011 Contract defines a subcontractor as “any person or entity with whom [Allied] contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, **whether or not in privity with Consultant.**” (Emphasis added.)

GSSP has evidence that Allied subcontracted the work it performed to, at least, Allied Cleaning. On March 19, 2012, in response from an inquiry from the Department of Procurement Services, Allied’s counsel stated that “Allied Cleaning Services, Inc. [] no longer provides resources to Allied Services Group, Inc.” (Group Ex. 7.) Allied’s counsel further told the Department of Procurement Services that “Allied Cleaning and Allied Service did not and have not had common shareholders, directors or officers. From time to time, some employees of Allied Cleaning worked for Allied Services and vice versa.” (*Id.*) Counsel also stated that “[a]t one time, there was an oral agreement for Allied Services to acquire Allied Cleaning. However, the parties were never able to agree on the terms of a written agreement, and therefore abandoned the oral agreement.” (*Id.*) Allied’s statements were either false or intentionally misleading. Substantial video evidence exists, including a July 9, 2012 edition of WGN News, depicting Klaczak and other individuals wearing uniforms bearing the name “Allied Cleaning” transporting deceased persons for the Police Department. Thus, there is no question that Allied continued its business relationship with Allied Cleaning. Even if Allied Cleaning is a subsidiary or otherwise related entity to Allied, such a relationship does not permit Allied to “assign, delegate, or otherwise transfer” any portion of its contractual duties to another entity.

Allied’s relationship with Klaczak and its breaches of the 2011 Contract are material matters that the City should consider as it evaluates awarding the 2017 Contract.

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GSSP is Prepared and Qualified to Handle Task of Transporting Deceased Persons.

If the City chooses to not permit Allied to bid on (and be awarded) the 2017 Contract, the City should temporarily award an emergency contract for this task while rebidding occurs, pursuant to the Municipal Purchasing Act, 65 ILCS 5/8-10-5. GSSP is a strong candidate to be awarded such an emergency contract, and is prepared to step in and handle this task in as little as 30 days. No other potential candidate is a suitable alternative.¹

GSSP is an Experienced Provider.

GSSP has been in business for over 21 years, and specializes in the forensic transportation of deceased persons for coroner/medical examiners offices in the Midwest. GSSP transported over 25,000 deceased persons for the City between 2004 and 2011. GSSP has also transported over 55,000 forensic/coroner office removals of deceased persons for several other municipalities, including, Cleveland, Ohio (Cuyahoga County), Cincinnati, Ohio (Hamilton County), Toledo, Ohio (Lucas County), Dayton, Ohio (Montgomery County), and Logan County, Ohio. It is certain that none of the current bidders on the 2017 Contract have as much experience.

GSSP and the City Have Been Partners Since 2002.

Mr. Higgins co-authored the Police Department's directive on Transportation of Deceased Persons in 2003. Mr. Higgins worked closely with multiple City departments, and over 30 hospital officials in the city and suburbs, to develop the pilot program and protocol for the transportation and handling of deceased persons in 2003. This monumental work led the City to become the largest municipality to privatize the transportation of deceased persons, and led the City to request GSSP to become the first privatized transporter of deceased persons in 2004.

During the seven years that GSSP transported deceased persons for the City, Mr. Higgins led monthly meetings with Police Department officials in the finance and patrol divisions to address issues and concerns regarding all work that was performed during the preceding month. GSSP also met quarterly with each of the Police Department's district commanders (or designees) to discuss concerns regarding deceased removal within said district.

¹ Fellowship Fleet, LLC and Joint Venture On Call Properties Inc. are the only other two bidders for the 2017 Contract, and both bids exceed Allied's bid submission. (Ex. 8.) Additionally, the City previously declared Fellowship Fleet "Not Qualified" following its bid for the 2011 Contract in part because it had no experience transporting deceased persons. On Call Properties also appears unqualified, as it is a property restoration company and there is no indication it is qualified or experienced to transport deceased persons. (<http://www.oncallp.com/index.html>)

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GSSP is Committed to the City.


GSSP is an active corporate citizen. Mr. Higgins has been a Chicago Police Memorial Gold Star Society member since 2008. GSSP and Mr. Higgins are Chicago Community Trust donors, and Mr. Higgins is a member of the Board of Trustees of the Illinois College of Optometry. GSSP is committed to the City and in doing what is in its best interest relative to the 2017 Contract.

To be clear, the purpose of this letter is not for GSSP to “fight the last war.” Rather, GSSP believes that the City’s ongoing relationship with Allied is detrimental, potentially controversial, and ultimately injurious to the City’s reputation at a time when it cannot afford more unnecessary problems. Thus, GSSP suggest that the City take the following path:

- (a) Conduct a thorough investigation of Allied to determine the appropriateness of terminating the 2011 Contract pursuant Article 9.3(a);
- (b) Postpone awarding a recipient of the 2017 Contract, and instead rebid the contract to solicit additional competitors;
- (c) Authorize the transportation of deceased persons to be a temporary non-competitive procurement contract until the work can be rebid, in accordance with the Municipal Purchasing Act (65 ILCS 5/8-10, *et. seq.*);
- (d) Issue an emergency contract pursuant to 65 ILCS 5/8-10-5, and award such emergency contract to GSSP while rebidding occurs, or in the alternative, appoint GSSP to be the consultant for the new, non-competitive contract while the rebidding occurs; and
- (e) Disallow Allied from submitting a bid for the 2017 Contract.

These requests are not extraordinary and are in the best interest of the City. As time is of the essence, we would appreciate speaking with you concerning the matter outlined above at your earliest possible convenience.

Sincerely,



Nicholas A. Gowen

cc: Brian Higgins, CEO
GSSP Enterprise, Inc.

Enclosures

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EXHIBIT 1



TRANSPORTATION OF DECEASED PERSONS

Specification Number: 187673

Issued by:
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:
CITY OF CHICAGO DEPARTMENT OF POLICE

Bidder Inquiry Deadline: 4:00 PM Central Time, November 2, 2016. Inquiries must be in writing.

Pre-Bid Conference: 1:00 PM Central Time, October 25, 2016 City Hall, 121 North LaSalle Street, Room 103, Chicago, IL

Bid Opening Date: November 18, 2016
Bid Opening Time: 11:00 AM Central Time
Bid Opening Location: Bid & Bond Room, City Hall, Room 103, 121 N. LaSalle Street, Chicago, Illinois 60602

Information: Bernie Harges, Sr. Procurement Specialist
 Email: Bernie.Harges@cityofchicago.org, Fax: 312-744-5611, Phone: 312-744-1645
 DPS Address: City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602
 DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

Execute and submit one (1) complete original bid package. All signatures to be sworn to before a Notary Public. Bid must be received in the City of Chicago Department of Procurement Services (DPS) Bid & Bond Room no later than the date and time above during regular business hours (8:30 AM to 4:30 PM Central Time). Bids will be read publicly. Bid package must be complete and returned in its entirety. Do not scan or recreate the bid package, the original must be used.

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **Transportation of Deceased Persons**, the specification number, **187673** the time and date specified for receipt and marked "Bid Enclosed". The name, address and phone number of the Bidder must also be clearly printed on the outside of all envelope(s) or package(s).

Small Business and Veterans Business		DPS Unit:	Work Services
Enterprise, Joint Venture	Yes	Reverse Auction:	No
Bid Deposit	None	Drawings:	None
Performance Bond:	None	Exhibits:	3
City Business Preference	Yes	Maps:	None
Local Manufacture Preference	Yes	Contract Term:	60 Months
Alternative Fuel Vehicle Pref.	Yes	Start Date:	_____
Bid Specific Goals:	25% MBE and 5% WBE	Expiration Date:	_____
Funding Source:	Non-Federal		
Fund Number:	016-100-573027-0140-00000 and Various		

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

11-11-16

City of Chicago
 Catalog RFQ - No Group Lines

PU0951

RFQ Header Information

Please Respond By 11/18/2016	RFQ Description TRANSPORTING DECEASED PERSONS
RFQ Number 5108	Special Instructions
Ship To Location P25	Your Quote is Effective as of 11/18/2016
For More Information Please Contact: BERNIE HARGES	RFQ Status Active
312-744-1645	

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type WORK SERVICES / FACILITIES MAINT.	Specification 187673
Target Market NO	Procurement Type BID
Advertise Date 10/17/2016	Bid Deposit Required NO
WEB BID Edit Rules ALL	

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	25.00 %
Woman Owned Business Enterprise	Target Percentage Rate	5.00 %

Line No	Line Type	Date	Category	Commodity Desc	UOM	Estimated Rate	Price	Discount or Markup %	Extended Price	Catalog # (ID, Date and Mkt)	Comments
1	Work Services	10/16/2015	10162	TRANSPORTING DECEASED PERSONS - DRY RUB	Each	50.00	50.00	0%	50,000.00	10162	
2	Work Services	10/16/2014	10162	TRANSPORTING DECEASED PERSONS - SINGLE	Each	295.00	295.00	0%	7,080,000.00	10162	

Total Price \$ 7,130,000.00

SP20187673

EXHIBIT 2



Illinois Sex Offender Information

www.isp.state.il.us/sor

Bruce Rauner, Governor

Child Sex Offender Information

Name: JOHN W KLACZAK
Date of Birth: 7/23/1963
Height: 6 ft. 00 in. **Weight:** 243 lbs. **Sex:** M **Race:** W
Address: 2739 GLENWOOD DYER
 LYNWOOD , IL 60411

Sexual Predator

Crimes Information

VICTIM WAS 13 YEARS OF AGE
 OFFENDER WAS 35 AT THE TIME OF THE OFFENSE

Crimes: AGGRAVATED CRIMINAL SEX ABUSE/VICTIM 13-18
County of Conviction: COOK



[Back to List](#)

[Print this Record](#)

Print options may also be found under the 'File' menu from the browser or hit CTRL+P.

Find out if there is a conviction

Criminal history information may be available for sex offenders on parole or mandatory supervised release through the [Illinois Department of Corrections](#). Click on The link, select 'inmate search' and type in the offender's name or other identifying information.

Additional information about a sex offender's conviction can be obtained by contacting the circuit clerk's office of the county in which the offender was convicted to get a copy of the offender's court case information. Additionally, criminal history information on an offender may be obtained through the [Uniform Conviction Information Act](#).

Administrative Office of the Courts Record

Source Information

Coverage Begin Date: 01/04/1993

Information Current Through: 12/29/2016

Database Last Updated: 01/02/2017

Update Frequency: DAILY

Current Date: 01/03/2017

Source: ADMINISTRATIVE
OFFICE OF THE COURTS -
COOK COUNTY

Current Charge or Offense Information

Statute Violated: 720-5/12-16(F)

Offense Charged: AGG CRIM SEX AB/VIC
13-18/TRST

Class of Offense: SECOND DEGREE
FELONY

Offense Disposition: DEF SENTENCED
ILLINOIS DOC - 09/28/2005

Sentence Information

Sentence Minimum: 3 YEARS

The preceding record is for informational purposes only and is not the official record. This information is not warranted for accuracy or completeness. For copies of the official record (of conviction or incarceration), contact the agency or court.

This information is not to be used for any purpose regulated by the fair credit reporting act including employment screening or in violation of any local or state law.

Defendant Information

Name: KLACZAK, JOHN W

Last Known Address: 312 S. HUNTER
THORNTON, IL 60476

FBI Number: 761716WB1

State ID Number: 050068530

Date of Birth: 07/XX/1963

Gender: MALE

Order Documents

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387) for on-site manual retrieval of documents related to this or other matters. Additional charges apply.

Arrest Information

Date of Arrest: 05/31/2004

Court & Case Information

Court County: COOK

Court State: IL

Case Number: 2002-CR-2338401

Disposition: 09/28/2005

End of Document

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Department of Corrections Record

Source Information

Current Date: 01/03/2017

Defendant Information

Offender Name: KLACZAK, JOHN W
DOC Number: R47145
Date of Birth: 07/XX/1963
Gender: MALE
Race: WHITE
Eye Color: BLUE
Hair Color: BROWN
Height: 6 FT.0 IN.
Weight: 243 LBS.
Institution Name: TAYLORVILLE,
DISCHARGE:DISCHARGE
Admission Date: 09/30/2005

Offense 1

Offense Number: 1
Case Number: 02CR2338401
Offense Charged: AGG CRIM SEX AB/VIC
13-18/TRST - 00102135533
Class of Offense: CLASS 2 FELONY
Jurisdiction County: COOK
Sentence Maximum: 3 YEAR(S), 0 MONTH(S), 0
DAY(S)
**Projected/Provisional
Release Date:** 11/20/2008
Sentence Status: RELEASE TYPE:
EXPIRATION OF
SENTENCE
**Sentence Additional
Info:** COMMITTING COUNTY:
COOK

Offense 2

Offense Number: 2
Case Number: 02CR2338501
Offense Charged: OFFL
MISCONDUCT/FORBIDDE
N ACT - 14301005456
Class of Offense: CLASS 3 FELONY
Jurisdiction County: COOK
Sentence Maximum: 2 YEAR(S), 0 MONTH(S), 0
DAY(S)
**Projected/Provisional
Release Date:** 11/20/2008
Sentence Status: RELEASE TYPE:

EXPIRATION OF
SENTENCE

**Sentence Additional
Info:**

COMMITTING COUNTY:
COOK

Order Documents

Call Westlaw CourtExpress at 1-877-DOC-RETR
(1-877-362-7387) for on-site manual retrieval of documents
related to this or other matters. Additional charges apply.

End of Document

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Administrative Office of the Courts Record

Source Information

Coverage Begin Date: 01/04/1993
Information Current Through: 12/29/2016
Database Last Updated: 01/02/2017
Update Frequency: DAILY
Current Date: 01/03/2017

Source: ADMINISTRATIVE
OFFICE OF THE COURTS -
COOK COUNTY

Current Charge or Offense Information

Statute Violated: 720-5/33-3(B)
Offense Charged: OFFL
MISCONDUCT/FORBIDDE
N ACT
Class of Offense: THIRD DEGREE FELONY
Offense Disposition: DEF SENTENCED
ILLINOIS DOC - 09/28/2005

Sentence Information

Sentence Minimum: 2 YEARS

The preceding record is for informational purposes only and is not the official record. This information is not warranted for accuracy or completeness. For copies of the official record (of conviction or incarceration), contact the agency or court.

This information is not to be used for any purpose regulated by the fair credit reporting act including employment screening or in violation of any local or state law.

Defendant Information

Name: KLACZAK, JOHN W
Last Known Address: 312 S. HUNTER
THORNTON, IL 60476
FBI Number: 761716WB1
State ID Number: 050068530
Date of Birth: 07/XX/1963
Gender: MALE

Order Documents

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387) for on-site manual retrieval of documents related to this or other matters. Additional charges apply.

Arrest Information

Date of Arrest: 07/18/2002

Court & Case Information

Court County: COOK
Court State: IL

Criminal & Infraction: JOHN W KLACZAK

Case Number: 2002-CR-2338501

Disposition: 09/28/2005

End of Document

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Important note: Information in this article was accurate in 2002. The state of the art may have changed since the publication date.

Chicago Tribune



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Former fire chief faces test for HIV: Thornton police say teens abused

Chicago Tribune - July 23, 2002

Carlos Morales and Rudolph Bush, Tribune staff reporters

John Klaczak, chief of the Thornton Fire Department until he was fired Sunday, posted bail Monday on charges of sexually assaulting two members of a cadet program he supervised.

Klaczak, a former member of the cadet program, was charged with criminal sexual assault, aggravated criminal sexual abuse and official misconduct in connection with the alleged assaults of the two boys.

Judge Paul Nealis also agreed to a request by Cook County Assistant State's Atty. Mary Mallo that Klaczak be tested for HIV, according to a spokesperson for the state's attorney's office.

Klaczak, 38, was arrested Thursday at the fire station, which is just a few blocks from his home in the 300 block of South Hunter Avenue, where the alleged assaults took place.

Klaczak is accused of abusing one cadet over the course of a year and a half, Thornton Police Chief Phillip Arnold said Monday. Klaczak allegedly abused another cadet, who was 16, once in late 2001 or early this year, Arnold said.

The investigation of Klaczak began two months ago when police learned that a suspect in a Georgia child molestation case had contact with a Thornton cadet, Arnold said. The cadet told police he had not been abused by the suspect but then gave them information that led to Klaczak, Arnold said.

On Monday, Arnold identified the suspect in the Georgia molestation case as Kenneth Joseph Cassity, 43, who was arrested in May in Florida.

Cassity is a Lansing native who has spent much of the last 10 years working as a youth director for Catholic churches from Maryland to Florida. Cassity is charged with molesting three boys while working as a youth director at St. Ann's Catholic Church in Marietta, Ga.

His roommate in Florida, John Jenkins, said Cassity had worked in late 2000 as a dispatcher for the south suburban Lynwood Police Department. A spokeswoman for the village clerk's office confirmed that Cassity was employed as a dispatcher from October 2000 to March 2001. No one at the Police Department was available for comment.

Arnold said police are going through the Fire Department's personnel files and plan to interview current and former volunteer firefighters and cadets to learn if there have been other incidents involving Klaczak.

Thornton Deputy Fire Chief Jim Swan said Monday he's been ordered by Village President Jack Swan, his father, not to comment on the case. He did say the cadet program has been suspended.

A sign that read "Welcome Home John, We Believe" was signed with 10 first names and placed on Klaczak's door.

A neighbor of Klaczak's, Glenn Gray, 37, said Monday: "I have to have all the evidence. I can't pass judgment until I know the whole truth."

Another neighbor, who did not want her name used, said flatly: "He didn't do it. ... He's still family to us." The neighbor said Klaczak

lived alone.

Klaczak was appointed fire chief in 1999, the department's only full-time position, at an annual salary of \$42,000. The village employs about 40 on-call firefighters.

Klaczak went through the cadet program when he was a teenager in the late '70s and early '80s, Jack Swan said. He became a part-time Thornton police officer in 1996 and resigned about a year later to work as a Fire Department volunteer.

The cadet program teaches high school students the fundamentals of firefighting.

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CT020709

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Always watch for outdated information. This article first appeared in 2002. This material is designed to support, not replace, the relationship that exists between you and your doctor.

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Courthouse News Service



Wednesday, May 12, 2010 Last Update: 11:14 AM PT

Village Off the Hook for Fire Chief's Cadet Abuse

SheraTalis

(CN) - A small town in Illinois is not liable for ignoring sexual complaints about a fire chief who molested a 16-year-old cadet in 2001, the 7th Circuit ruled.

The alleged victim said John Klaczak, then 41, performed oral sex on him in December 2001 while acting as the Village of Thornton's fire chief.

In his [lawsuit](#), the boy claimed that in 1997, Thornton police received a call from a couple accusing Klaczak of molesting their son.

Klaczak resigned as a police officer to get help for a cocaine addiction, but was named fire chief in 1999.

Later that year, witnesses saw Klaczak giving oral sex to a different minor fire cadet in a bar bathroom, according to the complaint.

Stories of Klaczak's "propensity and his like for boys and oral sex and anal sex [and] booze parties" circulated the department, the ruling states, and Klaczak was known for giving alcohol and drugs to minors.


The boy said the village should have fired Klaczak, given its knowledge that he "was dangerous to minor cadets."

But because Klaczak stayed, the village failed to protect the plaintiff from "foreseeable sexual assaults and attacks," the lawsuit states.

Klaczak was arrested for molesting the 16-year-old boy in 2002. He pleaded guilty in 2005 to sexually assaulting two boys and spent three years in jail.

The district court dismissed the claims against the village, saying the decision-making power ultimately fell to the board of trustees, most of whom were unaware of Klaczak's sexual proclivities.

The Chicago-based appeals court agreed that the claims failed, but said it didn't matter who acted as the final decision-maker — the board or village President Jack Swan.

The plaintiff "presents no evidence from which a reasonable jury could find that either the board of trustees or Swan *know* that maintaining Klaczak in employment would pose a 'substantial risk' of a constitutional problem," Judge William Bauer wrote (original emphasis). 

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(<http://www.chicagotribune.com>)

Fire chief accused in sex case

Authorities say teens in cadet program abused

July 22, 2002 | By Kevin Lynch, Tribune staff reporter.

Recommend 2

Tweet

56 G+1 0

The chief of the south suburban Thornton Fire Department was charged Sunday with sexually assaulting two teenage boys who participated in a cadet program he supervised, police said.

John Klaczak, 38, of Thornton was fired Sunday and the cadet program has been suspended, said Thornton Village President Jack Swan.

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1 simple trick & my credit score jumped 217 pts. Banks hate this! Go to thecreditsolutionprogram.com

Klaczak is accused of abusing a cadet on more than one occasion beginning in 1999, said Thornton Police Chief Phillip Arnold.

He allegedly abused another cadet, who was 16, once in late 2001 or early this year, Arnold said.

The abuse did not take place in the fire station, said Arnold, who declined to provide details about the incidents.

Klaczak was appointed fire chief in 1999, the department's only full-time position. Klaczak's annual salary was \$42,000.

EXHIBIT 3



Allied Services Goup, Inc.

Fire • Water • Mold • Bio-Hazard Cleaning
Reconstruction • Power Washing • Property Preservation

"Your Green Cleaning & Restoration Service"

Cover Letter

Company Background:

Allied Services Group, Inc (ASG) was originally formulated as Stamps Construction in 2008. The company performed General Construction, Project Management and Consulting. In 2009, the name was changed to Allied Services Group, Inc to better serve our customers. Also in 2009, Allied Services Group, Inc acquired Allied Cleaning Services which specialized in the removal/transport of deceased persons. This acquisition was done to once again offer more services to our customers. With the combination of these companies, it has allowed ASG to become one of the largest, full-service removal/transport companies in the Chicagoland/Cook County area.

ASG currently operates 24 hours a day, seven days per week with 40 personnel. The services we provide include: Removal/Transport of Deceased Persons, Biohazard/Crime Scene Cleaning, Mold Remediation, Water/Flood/Fire Damage Cleaning, Property Preservation Services, Bed Bug Inspection/Removal as well as Full Reconstruction Services. Our client base for removal/transport of deceased persons consists of Cook County Sheriff's Department, Metra Commuter Rail, Union Pacific Railroad, Belt Railway and several local Police Departments. ASG's geographic coverage area includes the City of Chicago, the entire south suburbs and entire Cook County area.

Company Principles:

Chief Executive Officer:	John Stamps	25 years
Chief Operations Officer:	Dan Wondaal	10 years
Chief Financial Officer:	Mohammed AbuGhoush	20 years
Site Supervisors:		
1.	Robert Slager	20 years
2.	Dan Newton	20 years
3.	Charles Zohfeld	10 years
4.	Joseph McGowan	10 years

Driver's Licenses: Will be provided upon award of contract via a print out from the Illinois Secretary of State website.

Legal Name of Company and Location:

Allied Services Group, Inc.
14150 S. Western Avenue
Posen, IL 60469

EXHIBIT 4



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

VIA FACSIMILE 708-398-0202 AND U.S. FIRST CLASS MAIL

December 16, 2011

Mr. John Stamps
Allied Services Group, Inc.
14150 S. Western Avenue
Posen, IL 60469

Re: Request for Information regarding Contract No. 25150 – Transportation of Deceased Persons (the "Contract")

Dear Mr. Stamps:

I am requesting that Allied Services Group, Inc. ("Allied") clarify some issues in regards to its proposal and performance regarding the Contract:

1. Please clarify the relationship between Allied and Allied Cleaning Services, Inc. ("Allied Cleaning") is Allied Cleaning a separate and distinct company from Allied, or did Allied acquire Allied Cleaning?
2. Please confirm that Allied's Economic Disclosure Statement ("EDS") discloses the names of all its executive officers.
3. Please inform the City of any lawsuits involving Allied, Allied cleaning or any of its officers, especially any lawsuits currently pending before the U.S. District Court for the Northern District of Illinois for alleged violations of the Fair Labor Standards Act
4. Please state any role that John W. Klaczak has in regards to Allied or Allied Cleaning, especially in regards to the services performed under the Contract.
5. Finally, the City has received allegations that Allied employees have not received payment for the first month of services provided to the City of Chicago and that all employees associated with the Contract have been told that they will not receive any payment from Allied for an additional 30 days.

I respectfully request that Allied provide a detailed written response to each of the above issues to my attention, within ten (10) days of receipt of this letter. If you have any questions or concerns regarding the foregoing, please contact me at (312) 742-5080

Sincerely,


James M. McIsaac
General Counsel
Department of Procurement Services

LAW OFFICES
SCHAIN, BURNBY, BANKS & KENNY
Three First National Plaza
70 West Madison Street, Suite 4300
Chicago, Illinois 60602-4352
Telephone (312) 345-8700
Fax (312) 345-8701

Via facsimile 312.744.0910
December 29, 2011

James McClasac

Dept. of Procurement Services

121 N. LaSalle St.

Room 403

Chicago, IL 60602

RE: Contract no. 25130

Dear Mr. McClasac:

The undersigned represents Allied Service Group, Inc. ("Allied")

This is in response to your letter dated December 19, 2011.

Allied Cleaning Services, Inc. ("Allied Cleaning") provides certain resources to Allied for which Allied reimburses Allied Cleaning. Allied Cleaning and Allied are separate entities with separate shareholders.

John Stamps is the president of Allied.

Allied is not involved in any lawsuit except the one filed by GSP pending in Cook County. Allied does not have any knowledge whether Allied Cleaning is involved in any lawsuits.

John Klaczek has no involvement in Allied. Allied does not know what if any involvement John Klaczek has with Allied Cleaning.

Allied employees have been paid. Allied does not know when or if Allied Cleaning has paid its employees.

Please call me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Marty J. Schwartz', written in a cursive style.

Marty J. Schwartz
MJS/kr

EXHIBIT 5



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 08 2014

John Klaczak
Allied Services Group, Inc.
14150 S. Western Ave.
Posen, IL 60469

Subject: Transportation of Deceased Persons
Specification Number: 78727
Contract Number: 26160
Modification Number: 90048
Re: 365 Day Time Extension

Dear Mr. Klaczak:

This is to advise you that the City of Chicago elects to extend the above-referenced Contract for 365 days under the same terms and conditions as the original Contract, all in accordance with the provisions in Article 4 Duration of Agreement, Section 4.3 entitled Agreement Extension Option. The extension will be effective September 1, 2014 through August 30, 2016. Your Agreement requires that you notify the City of any changes in ownership. Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>. Furthermore, transmit a current certificate of insurance naming the City of Chicago as an additional Insured as required by your Agreement. Submit these documents within seven (7) calendar days of receipt of this letter.

If you have any questions concerning this matter, contact Larry L. Washington, Procurement Specialist at 312-744-8981, larry.washington@cityofchicago.org.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/llw

cc: File (Specification No. 78727) *jo*
Monica Jimenez, Department of Procurement Services
Zainab Adlo-Saka, Department of Procurement Services
Jero Medical Equipment Supplier
C & O Auto Rebuilders, Inc.
Taylor Made Industries
Joel Brown

EXHIBIT 6

John Stamps

14150 Western Ave, Posen, IL 60469
(773)406-4613 cell jstamps@alliedcleaning.net

EXPERIENCE:

CEO, Allied Services Group, Inc.

2009-Present

Chief Executive Officer of Company. Responsible for managing all aspects of company operations. Over 25 years experience in construction and real estate. Responsible for managing all department heads with emphasis on marketing, contracts and consultation.

President, Stamps Construction

2007-2009

President of Stamps Construction. Responsible for overseeing all daily operations and services. Responsible for overseeing all upper management. Responsible for obtaining work orders and contracts, training of new supervisors, purchase/training/maintenance of equipment and supplies. Responsible for customer service.

Consultant, Howard Weitzman Associates

2006-2007

Consultant for Construction and Biohazard Division. Responsible for consultations on reconstruction, remodeling and biohazard remediations. Determined best course for project properties. Extensive amount of experience preserving properties and biohazard containment in preparation for remediations.

Sales Agent, Frontier Realty (Orland Park, IL)

2003-2006

Real Estate Sales Agent for Frontier Realty, Orland Park, IL. Responsible for sale of new and previously owned residential and commercial properties. Responsible for completing sale/closing paperwork. Responsible for showings, property staging and customer service. Assisting in loan/mortgage placement and all financial approval processes.

EDUCATION:

College

- **Malcolm X College** *Chicago, IL* 1989-1990
 - Majoring in Home Restoration and Remodeling
- **Northeastern University** *Chicago, IL* 1985-1988
 - Majoring in General Studies

Austin High School

Chicago, IL

1979-1982

General Studies, Graduated in 1982 with a 3.25 GPA.

Charles Zohfeld

14150 Western Ave. Posen, IL 60469
(708)906-3502 cell czohfeld@alliedcleaning.net

EXPERIENCE:

Division Manager, Allied-Cleaning Services, Inc. *2004-Present*
Division Manager responsible for day-to-day operations of Property Preservation division. Responsible for daily schedule, supply ordering, training, quality control and customer service. Skilled in problem solving, interpersonal communications, conflict resolution and customer service skills. Direct point-of-contact for customers and clients. Oversee acceptance and completion of approx. 125 work orders per week in the field of property preservation.

Electronics Installation Supervisor, Miner Electronics *2000-2004*
Electronics Installation Supervisor responsible for overseeing a shift of installation technicians. Responsible for quality control, scheduling, customer service, supply ordering, training and certification for technicians. Oversaw technicians as they installed electronic systems into government vehicles (i.e. Police Patrol Vehicles, Fire Department Vehicles, etc). Oversaw completion of approx. 10 vehicles per week. Clients were city governments and/or village governments.

Shift Supervisor, Grasshopper Lawn Maintenance Services *1999-2000*
Shift Supervisor responsible for day-to-day operations of 3 lawn maintenance crews. Responsible for quality control, equipment maintenance, supply ordering, scheduling and customer service. Oversaw completion of approx. 50 work orders per week in the field of lawn maintenance.

Volunteer Fireman, City of Markham Fire Department *1990-1995*
Volunteer Fireman for the City of Markham. Responsible for public safety and well-being. Responsible for fire prevention, educating public, firefighting, EMT, life-saving training, emergency services, crowd control, employee management and fire safety training. Oversaw public safety in the City of Markham and surrounding area.

EDUCATION:

Certifications:

- Water Damage Restoration, Institute of Inspection, Cleaning and Restoration (IICRC)
- Fire and Smoke Restoration, IICRC

South Suburban College *South Holland, IL 1998-2000*
General Studies. Approx. 50 credit hours. Maintained B average.

Bremen High School *Midlothian, IL 1990-1994*
General Studies. Graduated in 1994 with a 3.25 GPA.

Joseph McGowan

14150 Western Ave, Posen, IL 60469

(708)906-6824 cell jmcgowan@alliedcleaning.net

EXPERIENCE:

Vice-President, Allied Cleaning Services, Inc.

2009-Present

Vice-President of company. Responsible for assisting President of Allied Cleaning Services, Inc. in day-to-day operation of company. Responsible for overseeing Yard Maintenance, Biohazard, Mold and Restoration Divisions. Responsible for contracts and insurance for these divisions. Certified as a Mold Technician and Inspector. Certified as Water Damage, Fire Damage and Biohazard Technician.

Division Manager, Allied Cleaning Services, Inc.

2005-2009

Division Manager of Yard Maintenance and Biohazard Divisions. Responsible for overseeing all yard maintenance and landscaping. Responsible for overseeing work crews conducting mold remediation services. Responsible for obtaining work orders and contracts, training/certification of new supervisors, purchase/training/maintenance of equipment and supplies. Lead inspector for yard maintenance and biohazard remediation. Responsible for customer service and follow-up after work completion.

Area Supervisor, Allied Cleaning Services, Inc.

2000-2005

Area Supervisor of Yard Maintenance and Biohazard Divisions. Responsible for directly overseeing all yard maintenance, landscaping and biohazard remediation crews. Responsible for training of all new technicians. Responsible for completion of work orders and contracts.

Technician, Allied Cleaning Services, Inc.

1997-2000

Biohazard and yard maintenance technician. Responsible for grass cutting, edging and minor landscaping on routine basis. Responsible for biohazard remediation and work order completions.

EDUCATION:

Certifications:

- Water Damage Restoration, Institute of Inspection, Cleaning and Restoration (IICRC)
- Fire & Smoke Restoration, IICRC
- Mold Remediation Technician, Restoration Industry Association (RIA)

Thornwood High School

South Holland, IL

1995-1998

General Studies. Graduated in 1998 with a 3.00 GPA.

Dan Wondaal

14150 Western Ave, Posen, IL 60469
(708)932-6034 cell info@alliedcleaning.net

EXPERIENCE:

COO, Allied Services Group, Inc.

2008-Present

Chief Operations Officer of Company. Responsible for assisting President of ASG in day-to-day operations of company. Responsible for overseeing Site Managers, Biohazard Remediation Division, scheduling, hiring, training, customer service and all on-call scheduling and personnel.

Fire Fighter/EMT, East Hazel Crest Volunteer Fire Dept.

2008-Present

Volunteer Fire Fighter/EMT for the city of East Hazel Crest, IL. Responsible for public safety, emergency fire response and providing emergency medical care. Responsible for education, fire safety, crowd control, fire fighting and management of emergency scenes.

Division Manager, Allied Cleaning Services, Inc.

2005-2008

Division Manager of Biohazard Remediation and Removal/Transportation of Deceased Persons. Responsible for overseeing all biohazard and removal/transport services. Responsible for obtaining work orders and contracts, training/certification of new supervisors, purchase/training/maintenance of equipment and supplies. Lead Site Supervisor for all biohazard remediations. Responsible for customer service and follow-up after remediation completion.

Lieutenant, Thornton Volunteer Fire Dept

2000-2008

Lieutenant for Thornton Volunteer Fire Dept. Responsible for training, public safety, emergency fire response and daily schedule. Responsible for providing emergency medical care. Responsible for education, fire safety, crowd control, fire fighting and management of emergency scenes.

Area Supervisor, Allied Cleaning Services, Inc.

2001-2005

Area Supervisor of Biohazard Remediation Division. Responsible for directly overseeing all biohazard remediations. Responsible for training of all new technicians. Responsible for completion of work orders and contracts.

Organization Chart/Key Personnel

1. Name: John Stamps
Title: CEO
Responsibilities: Contracts, Legal, All aspects of Company operations.
Resume: Education – 3 years college, general study
25 years as a General Contractor/Construction
Former Licensed Real Estate Agent

2. Name: Dan Wondaal
Title: Chief Operations Officer
Responsibilities: Day to Day Operations, Oversees Removal and Transportation Division, Assistant to CEO, Scheduling, Estimating Utilizing
Resume: Some College, Technical School
Certified Biohazard Technician
Certified Water Damage Technician
Certified Mold Technician/Inspector
Certified Fire Damage Technician
Certified Bed Bug Technician
Certified Xactimate Estimator

3. Name: Mohammed Abughoush
Title: Chief Financial Officer
Responsibilities: CFO, Accounting, Payroll, Financial Planning
Resume: Northwestern University
BA in Accounting

4. Site Supervisors:
 - A. Name: Robert Slager
Title: Site Supervisor
Responsibilities: Oversees Removal Division
Resume: Certified Biohazard Technician
Respirator Certified
PPE Training
Certified Mold Technician/Inspector

B. Name: Daniel Newton
Title: Site Supervisor
Responsibilities: Oversees Removal Division
Resume: Certified Biohazard Technician
Respirator Certified
PPE Training
Certified Water Damage Technician

C. Name: Joseph McGowan
Title: Site Supervisor
Responsibilities: Oversees Removal Division
Resume: Some College, Technical School
Certified Biohazard Technician
Respirator Certified
PPE Training
Certified Water Damage Technician
Certified Mold Technician/Inspector
Certified Fire Damage Technician

D. Name: Chuck Zohfeld
Title: Site Supervisor
Responsibilities: Oversees Removal Division
Resume: Certified Biohazard Technician
Respirator Certified
PPE Training
Certified Water Damage Technician
Certified Fire Damage Technician

EXHIBIT 7



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Via U.S.P.S. and facsimile transmission

February 27, 2012

**Marty J. Schwartz
Schain, Burney, Banks, & Kenney
Three First National Plaza
70 West Madison Street, Suite 4500
Chicago, IL 60602-4252
Facsimiles: 312-345-5701**

Re: Contract No. 25150 (your letter of December 23, 2011)

Dear Mr. Schwartz:

Your referenced letter raises certain questions set forth below. The City requires comprehensive answers to these questions not later than 10 business days from the date of this letter.

1. Your letter states that "Allied Cleaning Services, Inc. ("Allied Cleaning") provides certain resources to Allied [Service Group, Inc.] for which Allied [Service Group, Inc.] reimburses Allied Cleaning."

- Describe in complete detail the "resources" provided by Allied Cleaning Services, Inc. to Allied Service Group, Inc.
- Detail the form(s) and all amount(s) of reimbursement provided by Allied Service Group, Inc. to Allied Cleaning Services, Inc.
- Provide all documents authorizing or evidencing the provision of these resources by Allied Cleaning Services, Inc., to Allied Service Group, Inc., including, but not limited to, contracts between the two entities.
- Provide all documents authorizing or evidencing any reimbursement provided by Allied Service Group, Inc., to Allied Cleaning Services, Inc., including, but not limited to, invoices from either entity to the other, and payments by either entity to the other.

2. Your letter states that "Allied Cleaning [Services, Inc.] and Allied [Service Group, Inc.] are separate entities with separate shareholders."

- **Did Allied Service Group, Inc., incorporate, acquire, or, by another means, become the parent company of Allied Cleaning Services, Inc., before, on, or since August 4, 2010 (the date on which Allied Services Group, Inc., submitted its proposal to the City)?**
- **If Allied Services Group, Inc., did not incorporate, acquire, or, by another means, become the parent company of Allied Cleaning Services, Inc., before, on, or since August 4, 2010, provide a response that accurately and completely describes the legal relationship of Allied Services Group, Inc., and Allied Cleaning Services, Inc., during each of the following periods:**
 - **Before August 4, 2010;**
 - **On August 4, 2010; and**
 - **Since August 4, 2010.**

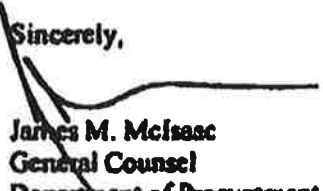
3. As noted above, your letter states that "Allied Cleaning [Services, Inc.] and Allied [Service Group, Inc.] are separate entities with separate shareholders." For the period dating from August 4, 2010, through the date of this letter, please provide the following information:

- **Identify each and all shareholders in Allied Service Group, Inc., and each and all shareholders in Allied Cleaning Services, Inc.**
- **Identify any shareholder of Allied Service Group, Inc., who is (or which is) or has been at any time a shareholder of Allied Cleaning Services, Inc.**
- **State whether Allied Service Group, Inc., is or has been at any time a shareholder of Allied Cleaning Services, Inc.**
- **Identify any shareholder of Allied Cleaning Services, Inc., who is (or which is) or has been at any time a shareholder of Allied Service Group, Inc.**
- **State whether Allied Cleaning Services, Inc., is or has been at any time a shareholder of Allied Service Group, Inc.**
- **If not disclosed by your response(s) to the previous questions, please identify any other person or entity that owns or controls Allied Service Group, Inc., Allied Cleaning Services, Inc., or any majority or minority interest in either entity or both entities.**

4. At any time since the execution of Contract 25150, did Allied Service Group, Inc., sub-contract to any person or entity the transport of deceased persons in the City of Chicago?

Thank you for your prompt attention to this request for information. Please call me at 312-742-5080 if you have any questions.

Sincerely,



James M. McIsaac
General Counsel
Department of Procurement Services
312-742-5080

cc: Diane M. Pezanoski, Department of Law
Alan H. Neff, Department of Law

Mar. 19. 2012 4:34PM Marty Schwartz

No. 2293 P. 1/3

Schain Burney
Banks & Kenny

70 W. Madison Street
Suite 4000
Chicago, IL 60602

Mobile (312) 345-8700
Fax (312) 345-8701
www.sbkllaw.com

FACSIMILE COVER SHEET

TO: James McInnes

COMPANY: Dept of Procurement Services

FAX NO: 312-744-8010

DATE: 3-19-12

FROM: Marty Schwartz

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 3

RE: Contract No. 25150

MESSAGE

Dear Mr. McInnes,

Please call me with any questions.

**Sincerely,
Marty Schwartz**

******CONFIDENTIALITY NOTE******

The pages accompanying this facsimile transmission contain information from the law firm of Schain, Burney, Banks & Kenny, Ltd which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this cover sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to you.

PLEASE CONTACT IF THERE IS ANY PROBLEM WITH THIS TRANSMISSION - PLEASE CALL (312) 345-

LAW OFFICES
SCHAIN, BUNNEY, BANKS & KENNY

Three First National Plaza
70 West Madison Street, Suite 4300
Chicago, Illinois 60602-4252
Telephone: (312) 945-5700
Fax: (312) 945-5701

Via facsimile 312.744.0010
March 19, 2012

James McIsaac
Dept. of Procurement Services
121 N. LaSalle St.
Room 403
Chicago, IL 60602

RE: Contract no. 25150

Dear Mr. McIsaac:

This is in response to your letter dated February 27, 2012.

1. Please note that Allied Cleaning Services, Inc. ("Allied Cleaning") no longer provides resources to Allied Service Group, Inc. ("Allied Service"). The resources were previously being provided pursuant to an oral agreement. In light of that fact, do you still need the information requested in paragraph 1 of your letter?
2. Allied Cleaning and Allied Service did not and have not had common shareholders, directors or officers. From time to time, some employees of Allied Cleaning worked for Allied Services and vice versa. At one time, there was an oral agreement for Allied Services to acquire Allied Cleaning. However, the parties were never able to agree on the terms of a written agreement, and therefore abandoned the oral agreement.
3. John Stamps is and always has been the sole shareholder, corporate officer and director of Allied Service. Stamps was president of Allied Cleaning in 2010. Neither Stamps nor Allied Services are shareholders, officers or directors of Allied Cleaning. John Stamps owns and controls and has always owned and controlled Allied Service. Stamps does not know the current corporate structure of Allied Cleaning.

No. 2293 P. 3/3

Mar. 19, 2012 4:35PM Marty Schwartz

4. Allied Service has never subcontracted the transport of deceased persons in the City of Chicago.

Please call me if you have any questions and if you still need the information for question no. 1.

Very truly yours,


Marty Schwartz
MPS/IC

EXHIBIT 8



[Vendor, Contract and Payment Search Home](#)

[Back to previous page](#)

[Print Version](#)

City of Chicago Bid Tabulation Details

Bids are subject to review for completeness, accuracy and compliance with all terms and conditions provided in the bid specifications.

[Home](#)

[Vendor Information Page](#)

[Bid Tabulation](#)

[Bid Opening](#)

[Contract Administration](#)

[Contracts and Awards](#)

[Bid Tabulations](#)

[Vendor Registration](#)

Specification Number 187673

Bid Opening Date 11/18/2016

RFQ 0

Contract(s)

Contract Administrator BERNIE HARGES

Project Description TRANSPORTATION OF DECEASED PERSONS (Revised 12-7-16)

Tabulation Type Bid

Solicitation Documents



[Department of Procurement Services](#)

[Department of Finance](#)



FAQ



Contact Info

ALLIED SERVICES GROUP INC.

TOTAL PRICE

\$7,130,000.00

Subcontractors

FELLOWSHIP FLEET LLC.

TOTAL PRICE

\$993,000.00

TOTAL PRICE CORRECTION

\$8,445,000.00

Subcontractors

JOINT VENTURE ON CALL PROPERTIES INC.

TOTAL PRICE

\$10,350,000.00

Subcontractors

EXHIBIT 2

SCHAIN | BANKS

SCHAIN BANKS KENNY & SCHWARTZ LTD

70 W. Madison Street
Suite 5300
Chicago, IL 60602

Main 312.345.5700
Fax 312.345.5701
www.schainbanks.com

Via messenger delivery
January 25, 2017

Richard Butler
First Deputy Procurement Officer
City of Chicago
Department of Procurement Services
121 N. LaSalle Street, Ste. 403
Chicago, IL 60602

Charisse Valente
General Counsel
Chicago Police Department
Office of Legal Affairs
3510 S. Michigan Avenue
3rd Floor
Chicago, IL 60653

**RE: Allied Services Group, Inc.
Response to GSSP Enterprise, Inc.
Bid No. 187673, Transportation of Deceased Persons**

Dear Mr. Butler and Ms. Valente,

This law firm represents Allied Services Group, Inc. (hereinafter "Allied"). This correspondence responds to the false claims made by GSSP Enterprise, Inc. (hereinafter "GSSP") in its correspondence to each of you dated January 3, 2017.

As you know, Allied was the low bidder on Bid No. 187673 for the transportation of deceased persons contract for the year 2017. Since 2011, Allied has provided the City of Chicago with outstanding services in the transportation of deceased persons.

CPO/go
JAN 25 2017

GSSP's correspondence of January 3, 2017 is a repetition of prior, unsuccessful efforts by GSSP to challenge the results of the public bidding process. GSSP previously filed similar claims against Allied and the City in *GSSP Enterprises Inc. v. City of Chicago and Allied Services Group, Inc.*, 2011 CH 30267. GSSP dismissed that case while a motion to dismiss was pending before the court. Copies of that complaint and the dismissal order are enclosed (**Exhibits A and B**).

GSSP recently filed, and then dismissed, another lawsuit against the City (through several employees including Jamie Rhee) and Allied, *State of Illinois, as relator on behalf of GSSP v. Allied Services Group, Inc., Jamie Rhee et al*, 2016 L 007768. A copy of this complaint is enclosed as **Exhibit C**.

GSSP's allegations in its January 3, 2017 correspondence are generally the same as those previously raised in the dismissed lawsuits - unfounded claims that Allied is unqualified and that Allied made misrepresentations in its bid submittal in 2011. These repetitive claims by GSSP have no merit.

GSSP's first unfounded claim is that Allied is secretly controlled or owned by John Klaczak. This claim is false, and GSSP's correspondence and documentation do not provide any support for this claim. In fact, Allied has single shareholder, John Stamps. Mr. Stamps has been the sole owner of Allied since 2011. Mr. Stamps is also the sole corporate officer and director of Allied. Mr. Klaczak is not, and has never been, a shareholder, corporate officer or director of Allied.

Accordingly, Allied did not and has not made any false statements to the City of Chicago concerning the identity of its shareholders, corporate officers and directors.

GSSP's second claim is that Allied made false statements in its bid submittal in 2011. GSSP claims that Allied made false statements concerning its ownership, but, as stated above, Mr. Stamps has always been the sole shareholder, corporate officer and director. Therefore, no

false statements were made to the City concerning ownership, nor did Allied fail to provide the City with any required ownership information.

GSSP's further claims that Allied made false statements concerning its experience, expertise and capacity for performing the services in the bid submitted in 2011. However, all of the information Allied provided concerning the experience and expertise was, and remains, is true and correct. The identity of Allied's key employees, and their respective work experience, as submitted to the City as part of its 2011 contract bid was true and correct. Nothing in the documents submitted by GSSP suggest otherwise.

GSSP also claims that Allied submitted purportedly untruthful unaudited financial information for 2007 and 2008. GSSP claims that this information was false because Allied purportedly did not exist at this time. However, as was clearly disclosed in the 2011 bid information, Allied did exist prior to 2008, but its name at that time was Stamps Construction. In 2009, the name of Stamps Construction was changed to Allied Services Group, Inc., to reflect the company's diversification into other businesses besides construction.

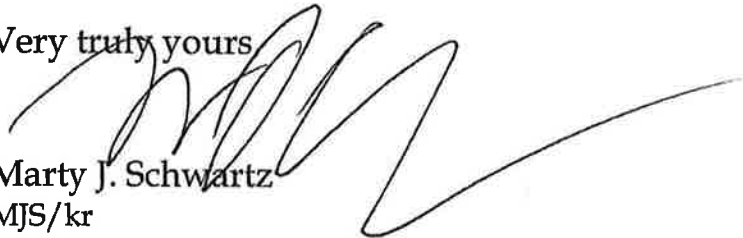
Finally, GSSP's third unfounded claim is that Allied subcontracted the work to be performed under the 2011 contract with the City. GSSP offers no support for this claim in its correspondence or documentation. In fact, Allied has not entered into any subcontract agreement with any entity, including Allied Cleaning Services, Inc. to perform work under the 2011 contract. At all times, Allied has been directly responsible for performing under the 2011 contract with the City, and it has done so.

Since 2011, Allied has professionally and competently performed services on behalf of the City of Chicago. Allied did not make any false statements or misrepresentations in its 2011 bid submission information, nor has Allied violated its prior contracts with the City of Chicago.

Accordingly, there is no merit to GSSP's false allegations. Allied is fully qualified to perform services for the City of Chicago.

Please contact me if you have any additional questions concerning this matter.

Very truly yours


Marty J. Schwartz
MJS/kr
Enclosures

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

GSSP ENTERPRISE, INC.)	
)	
Plaintiff,)	
)	
v.)	Case No. 11 CH 30267
)	(Palmer, J.)
CITY OF CHICAGO)	
)	
and,)	
)	
ALLIED SERVICES GROUP, INC.)	
)	
Defendants.)	

**AMENDED VERIFIED COMPLAINT SEEKING DECLARATORY
JUDGMENT, INJUNCTION, MANDAMUS RELIEF AND
COMMON LAW WRIT OF CERTIORARI**

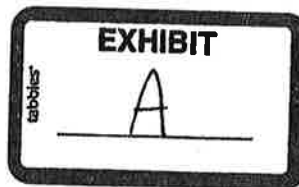
Now comes GSSP Enterprise, Inc., (hereinafter "GSSP") by and through
undersigned counsel, and hereby states its Complaint as follows:

PARTIES

1. GSSP is an Ohio Corporation authorized to conduct business in Illinois and the City of Chicago.
2. The City of Chicago (hereinafter "City") is a Municipal Corporation and home rule unit of government under the Constitution of the State of Illinois.
3. Allied Services Group, Inc. is an Illinois Corporation.

JURISDICTION AND VENUE

4. This Court has jurisdiction, and venue is proper, because the subject matter of the Complaint concerns a solicitation for proposals by the City of Chicago, through its Procurement Department, for work to be performed in the City of Chicago, County of



Cook, State of Illinois. This Court may review by common law writ of certiorari the administrative decision and other actions of the City of Chicago, through its Procurement Department.

FACTS

5. In 2002, the City of Chicago began terminating the process whereby police officers would transport those deceased that were categorized as Medical Examiner's cases, and started to solicit private contractors for the service.
6. In 2004, GSSP was awarded the first contract to transport the deceased. The Chicago Police Department was, and is, the user department for the contracts for Transportation of Deceased Persons.
7. Very shortly after GSSP obtained the contract in 2004, the City solicited bids and/or proposals on three separate occasions.
8. In 2006, through another competitive bidding process, GSSP was ultimately awarded the contract for the transportation of deceased persons under contract Specification No.: 41469 B. Pursuant to Modification No. 124531, this five (5) year contract is set to expire August 31, 2011.
9. In June of 2010, the City issued a Request for Proposals for the Transportation of Deceased Persons in Specification No. 78727 (hereinafter "RFP").
10. Pursuant to Addendum No. 2 to the RFP, all proposals were due on July 27, 2010.
11. GSSP submitted a timely proposal in response to the RFP.
12. In an unprecedented event, Chief Procurement Officer Jamie Rhee and Deputy Procurement Officer Gustavo Giraldo went to the bid and bond room to obtain the proposals on the initial deadline, July 27, 2010. However, they were one (1) hour early.

22. On the very same date the letter of John Stamps was received, and despite its obvious criminality, the CPO Jamie Rhee faxed a letter to Allied agreeing to accept its late proposal, "provided that it is delivered to [the CPO] by close of business August 3, 2010.
23. Allied submitted its proposal on August 4, 2010. (Attached as Exhibit 1)
24. Allied not only missed the deadline set for everyone in the RFP, but also the special deadline created only for them by the CPO.
25. Allied's proposal was accepted even though it missed both deadlines.
26. On July 27, 2010, John Stamps was at a printing company and was running late when he made the calls mentioned in his letter.
27. Section 4.2 2 states that "failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement."
28. Having learned the prices submitted in timely proposals, Allied's late submission provided them a competitive advantage over the other proposals.
29. Allied's late submission is non-responsive and a material variance from the RFP specifications.
30. Another company, Fellowship Fleet, LLC, (hereinafter "Fellowship") submitted an actual Proposal on September 27, 2010.
31. CPO Jamie Rhee accepted Fellowship's late proposal on October 13, 2010, by means of a letter to Fellowship Fleet virtually identical to the letter accepting Allied's late proposal.

32. A Freedom of Information Request revealed that in the last five (5) years, the Chief Procurement Officer has never accepted a late bid or proposal, other than those of Allied and Fellowship as set forth herein.
33. Upon information and belief, the Procurement Department has never accepted a late bid or proposal, other than those set forth herein.
34. The acceptance of Allied's late proposal was necessary to carry out the plan of members of the Procurement Department, the Chicago Police Department, along with certain members of the Budget Department who had previously decided that Allied would be awarded the contract.
35. In addition to CPO Jamie Rhee, these people included Gustavo Giraldo (Procurement), Marv Shear (CPD), Molly Longanecker-Waller (CPD), Ted O'Keefe (CPD), and Michael Palumbo (CPD, now deceased), among others, along with certain members of the Evaluation Committee for the RFP, Chris Bielfeldt (CPD), Ryan Nelligan (CPD) and Jon Johnson (Budget).
36. Accordingly, when the new contract went out for proposals, and Allied did not make a timely submission, Procurement's response to Allied's request for a late submission was formulated before it was received.
37. The specific and precise submission and evaluation procedures set forth in RFP were merely a sham; a guideline set up and carefully crafted by the above named individuals and others to give the illusion of fairness and neutrality.
38. Section 5.2 of the RFP sets forth the Required Content of Proposals, detailing very specific items of information that must be included in the proposals.

39. Section 6 of the RFP sets forth a detailed evaluation procedure that will be undertaken by a committee made up of representatives of several departments.

40. The required content of the RFP was not required, and the evaluation procedures of the RFP were not followed.

41. Allied has just been awarded the contract for the Transportation of Deceased Persons, and is scheduled begin implementation on September 1, 2011.

42. Allied was non-responsive to the required content found in section 5.2(3)B of the RFP, which states:

Respondent must provide at least three (3) references, and preferably from municipalities on contracts of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone, and fax number.
- Description of services provided similar to the services outlined in Section III, Scope of Service of this RFP.
- Nature and extent of Respondent's involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

This section of the RFP goes on to state that "all client reference information must be supported and verified."

43. Allied did not support or verify any of their references, instead providing Allied's own telephone number and email address as contact information for its references.

44. Despite the fact that section 5.2(3)B of the RFP states that "experience will not be considered unless complete reference data is provided," the sham Evaluation Committee ranked Allied the highest for experience amongst the companies that submitted proposals.

-
45. Despite the fact that section 5.2(3)B of the RFP states that all client reference information must be verified, and section 6 states that the information gained from checking the references will be reviewed by the evaluation committee, the sham Evaluation Committee did not check and verify references. In fact, no investigation was conducted beyond a simple review of the proposals themselves.
46. Yet, even a simple review of the proposal and the most minimalist of investigations would have found problems with Allied's attempt to comply with the provisions of section 5.2(4), which requires a respondent to state the experience of key personnel.
47. The only individuals listed in Allied's proposal with any deceased transport experience claim to have worked for what is purportedly Allied's subsidiary, Allied Cleaning Services, Inc., as far back as 1997.
48. The Illinois Secretary of State's website shows an involuntary dissolution of an Allied Cleaning Services, Incorporated, in 1993, and the creation of an Allied Cleaning Services, Inc. in May of 2009.
49. Allied's key personnel apparently worked for a company that did not exist.
50. Furthermore, Allied lists its purported subsidiary Allied Cleaning Services, Inc., as the prime contractor in the content section 5.2(3)A of the RFP states must be submitted in Exhibit 1. Yet, Allied (Allied Services Group, Inc.) is the respondent.
51. It appears that Allied is submitting a proposal for a group of joint venturers, without disclosing such, or has simply failed to include the mandatory information detailing a chronological history of all mergers and/or acquisitions. In either event, it failed to comply with the specifications of the solicitation, and is non-responsive.

52. The inability of Allied to comply with the RFP's requirements concerning corporate history is more likely because it intends to subcontract the work to Allied Cleaning Services, Inc., which may not be a subsidiary of Allied Services Group, Inc. This would violate section 3.1A(1)A.

53. Allied was non-responsive to the required content found in section 5.2(7) of the RFP, which requires a proposal to include MBE/WBE information. More specifically, "the proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission."

54. Allied submitted no MBE or WBE that was certified by the City of Chicago.

55. John Stamps, CEO of Allied, swore under oath that the MBE and WBE listed in Allied's proposal were certified by the City of Chicago. They were not.

56. Allied's proposal designated Patricia Daugherty as its MBE liaison officer.

57. Upon information and belief, the same Patricia Daugherty has multiple State felony convictions for forgery and aggravated forgery in Illinois and Minnesota. In 2004 she was convicted of a wire fraud scheme in federal court that also involved counterfeiting and identity theft. She served time in federal prison. If this conviction were not outside the 5 year window of the EDS certification requirements by a mere 3 months, Allied's proposal would have included perjury by Mr. Stamps in addition to that set forth above. None of this mattered though, because Allied was going to be chosen without regard for the evaluation procedures.

58. Despite the fact that section 5.2(7) required MBE and WBE firms to be certified as such by the City of Chicago at the time of proposal submission, the sham Evaluation

Committee gave Allied 4 "Qualified" votes, and 1 "Not Qualified" vote when considering MBE/WBE compliance of its proposal.

59. Allied was non-responsive to the vehicle requirements set forth in section 3.1(B)(1)(A), which requires the contractor to have vehicles which comply with the age requirements of the Rules and Regulations of the Department of Business Affairs and Consumer Protection. The vehicles Allied listed in its proposal did not comply.

60. Despite the mandatory requirements of section 3.1(B)(1)(A), the Evaluation Committee gave 4 out of 5 "Highly Qualified" votes to Allied for its Implementation Plan, the highest amongst the companies that submitted proposals.

61. Allied was non-responsive to Section 5.2(8) which required the submission of audited financial statements for the last 3 years, and if audited statements cannot be provided, the proposal must contain a statement as to why audited statements could not be provided.

62. Allied's proposal did not contain audited statements, nor any explanation as to why.

63. The unaudited financial information for 2007 and 2008 was presented as Allied's, yet the company didn't even exist in those years.

64. Despite the mandatory requirements of section 5.2(8), the Evaluation Committee gave 5 "Qualified" votes and 0 "Not Qualified" votes to Allied for Financial Stability.

65. The RFP allocates funding of up to 7 million dollars for the Contract.

66. The RFP's funding allocation is the result of a Budget Department analysis of the probable costs of this Contract, based upon input from those individuals set forth herein that are familiar with the operation of the Transportation of Deceased.

-
67. Allied has proposed a price that is less than half of the funding allocated.
 68. Upon information and belief, Allied's proposed price is the result of having the advantage of learning the prices in the timely submitted proposals.
 69. The individual members of the Procurement Department, Budget Department, and CPD that are set forth herein, and others, along with Allied, know that Allied will be unable to implement the Contract at the price it proposed and will therefore need an upward price adjustment after implementation of the Contract.
 70. It is an illegal and unfair practice, if not corrupt and fraudulent, practice of the public contracting process for city officials to conspire to select the lowest Respondent, with the knowledge that an upward price adjustment will be necessary.
 71. Section 4.1A states in bold letters that "respondents must communicate only with the Department of Procurement Services."
 72. One or more of the above mentioned members of CPD and Procurement communicated directly with Allied both before and after the deadline for the submission of proposals.
 73. Allied was informed, prior to the conclusion of the phony evaluation, that they would be awarded the Contract. Allied then communicated this information to others while attempting to procure the equipment and supplies they would need to implement the Contract. Allied also communicated this fact to others in the deceased body transport community.
 74. The most heavily weighted criteria in the RFP was a respondent's previous work on contracts of a similar size and scope.
 75. GSSP was the only respondent with work on a contract of similar size and scope.

76. If Allied is deemed non-responsive, GSSP is the only respondent with *any* work on any public contract of any similarity. (Bid attached as Exhibit 2, includes complete RFP specifications.)

77. GSSP was the most responsive and responsible respondent to the RFP.

78. A neutral and detached application of the RFP through a process that did not involve fraud and corruption would result in GSSP being awarded the Contract.

COUNT I – DECLARATORY RELIEF

79. GSSP incorporates paragraphs 1-78 as if fully restated herein.

80. GSSP seeks declaratory relief pursuant to 735 ILCS 5/2-701.

81. The City is required to evaluate and award public contracts based solely upon the criteria publicly announced in the specifications of the solicitation.

82. It is arbitrary, capricious and an abuse of discretion to evaluate and award a public contract based upon something other than the publicly announced criteria in the specifications of the solicitation.

83. It is fraud for City officials to conspire with other City officials and one of the respondents to a public contract in order to create phony RFP Specifications, establish a rigged Evaluation Committee, and then award the contract without regard for the criteria in the specifications of the solicitation.

84. The City acted beyond the scope of its authority.

85. GSSP is entitled to a judgment declaring: (1) Allied's bid was non-responsive and should not have been considered; (2) Allied's bid was improperly considered despite material variances from the specifications of the solicitation.

COUNT II – INJUNCTIVE RELIEF

86. GSSP incorporates paragraphs 1-85 as if fully restated herein.
87. GSSP has a protectable right to evaluation and award of this contract in accordance with the specifications of the solicitation.
88. The City will be imminently and unlawfully implementing this contract with Allied, a non-responsive respondent that procured the contract by the fraudulently collusive behavior of its officers and various City officials.
89. GSSP will suffer irreparable harm if the City implements this contract.
90. GSSP has no adequate remedy for damages.
91. This Court should enjoin the City from awarding the Contract to Allied.

COUNT III – MANDAMUS RELIEF

92. GSSP incorporates paragraphs 1-91 as if fully restated herein.
93. As set forth above, Allied's proposal was non-responsive and improperly considered. Furthermore, the award of the contract to Allied is arbitrary, capricious, an abuse of discretion, and the product of fraudulent activity.
94. The award of the contract to Allied, and not to GSSP, would be manifestly unjust.
95. GSSP was the most responsible respondent to the specifications of the solicitation.
96. GSSP is entitled to a judgment that directs the City to award the contract to GSSP.

COUNT IV – ADMINISTRATIVE REVIEW BY WRIT OF CERTIORARI

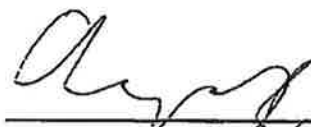
97. GSSP incorporates paragraphs 1-96 as if fully restated herein.
98. Count IV seeks administrative review of the decision of the Procurement Department in denying GSSP's Pre-Award Protest via a writ of certiorari.

99. For all of the reasons set forth above, the decision of the Procurement Department was arbitrary, capricious, an abuse of discretion, contrary to law and against the manifest weight of the evidence and should be reversed by issuance of a writ of common law certiorari.

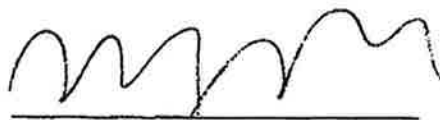
WHEREFORE, Plaintiff GSSP Enterprise, Inc. prays this Honorable Court will grant Declaratory, Injunctive, and Mandamus Relief, and also reverse the decision of the Procurement Department through a writ of common law certiorari.

Respectfully submitted,

GSSP Enterprise, Inc.



ANTHONY R. CICERO (#0065408)
(Admission *pro hac vice* granted)
Cicero Law Office, LLC
500 East Fifth Street
Dayton, Ohio 45402
(937) 424-5390 PHONE
(937) 424-5393 FAX
cicero@woh.rr.com



MICHAEL J. MALATESTA (#47988)
Malatesta Law Offices, LLC
134 North LaSalle Street, Suite 320
Chicago, Illinois 60602
(312) 445-0541 PHONE
(312) 264-0650 FAX
mike@malatestalaw.com

ATTORNEYS FOR PLAINTIFF

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.


Brian E. Higgins
CEO, GSSP Enterprise, Inc.

State of Ohio)
)
County of Montgomery)

Sworn to before me and subscribed in my presence by the said

Brian Higgins this 7 day of October, 2011.



Notary Public



ANTHONY R. CICERO
Attorney at Law, Notary Public
In and for the State of Ohio
My Commission has no expiration date

Firm ID # 47988

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

GSSP ENTERPRISE, INC.)	
)	
Plaintiffs,)	
)	
v.)	No. 2011 CH 30267
)	
CITY OF CHICAGO and ALLIED)	
SERVICES GROUP, INC.)	
)	
Defendants.)	

ORDER OF DISMISSAL

THIS CAUSE COMING on to be heard to dismiss the above-entitled cause without costs; the Court having jurisdiction over the subject matter and the parties herein, and the Court being fully advised in the premises; now, therefore,

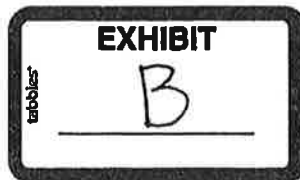
IT IS HEREBY ORDERED that this action be dismissed without prejudice and each party to bear its own costs.

Atty No. 47988
 Name MALATESTA LAW OFFICES, LLC
 Attorney for Plaintiff
 Address 134 N. LaSalle St., Suite 320
 City Chicago, IL 60602
 Telephone (312) 445-0514

FILED
 JUDGE 2043
 FEB 06 2012
 DOROTHY BROWN
 CLERK OF THE CIRCUIT COURT
 OF COOK COUNTY, IL
 DEPUTY CLERK

Enter:, 2011

..... Judge
Judge's No.



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CIVIL DIVISION

STATE OF ILLINOIS,
401 Otterbein Ave.
Dayton, Ohio 45406

Plaintiff/Relator,

v.

ALLIED SERVICES GROUP, INC.,
14150 S. Western Avenue
Chicago, IL 60469,

JOHN STAMPS
2525 S. Wabash
Chicago, IL 60616,

JOHN KLAZACK
14150 S. Western Avenue
Posen, IL 60469,

JAMIE RHEE
121 N. LaSalle Street, Rm. 806
Chicago, IL 60602,

MARVIN SHEAR
3510 S. Michigan Avenue
Chicago, IL 60653,

TED O'KEEFE
3510 S. Michigan Avenue
Chicago, IL 60653,

GUSTAVO GIRALDO
2700 Ogden Avenue
Downers Grove, IL 60515,

RYAN NELLIGAN
3510 S. Michigan Avenue
Chicago, IL 60653,

CHRIS BIELFELDT

Case No. 2016L007768
CALENDAR/ROOM U
TIME 00:00
Fraud

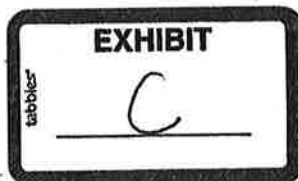
FILED IN CAMERA AND UNDER SEAL

JURY TRIAL DEMANDED

FILED
AUG 16 2016
CLERK

16 AUG -4 PM 4:08

FILED - 15



3510 S. Michigan Avenue
Chicago, IL 60653,

JONATHAN JOHNSON
121 N. LaSalle Street, Rm. 604
Chicago, IL 60602

and,

MOLLY LONGANECKER-WALLER
Address Unknown

Defendants/Respondents.

COMPLAINT FOR DAMAGES

Plaintiff brings this civil action against Defendants and alleges as follows:

INTRODUCTION

1. This is an action under the Illinois False Claims Act (Act), 740 ILCS 175/1, et. seq., to recover treble damages and civil penalties on behalf of the State against Defendants for violations of the Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction under 740 ILCS 175/4(b).
3. Venue is proper in this County under 735 ILCS 5/2-101 because at least one of the defendants resides or transacts business in this County.

PARTIES

4. This case is brought in the name of the State of Illinois, pursuant to the provisions of 740 ILCS 175/4(b)(1).
5. Relator, INDIVIDUAL, is an out of state citizen and entitled to bring this action in the State of Illinois.

6. Defendant Allied Services Group, Inc. (Allied) is an Illinois Corporation, having its principal place of business in Chicago, Illinois. Defendant Allied has been and is doing business in the State of Illinois, County of Cook.

7. Defendant John Stamps (Stamps) is an individual claiming to be the CEO or President of Defendant Allied.

8. Defendant John Klazack is the actual CEO, or otherwise a leading officer in Allied, and is a convicted sex offender required to register as such with the State of Illinois.

9. Defendants Jamie Rhee, Marvin Sheer, Ted O'Keefe, Gustavo Giraldo, Ryan Neilligan, Chris Bliefeldt, Jonathan Johnson, and Molly Longanecker-Waller were employees of the city of Chicago at all times relevant to the conduct set forth herein.

THE ILLINOIS FALSE CLAIMS ACT

10. The Act provides, in pertinent part:

Sec. 3. False claims.

(a) Liability for certain acts.

(1) In general, any person who:

(A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;

(B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;

is liable to the State for a civil penalty of not less than \$5,500 and not more than \$11,000, plus 3 times the amount of damages which the State sustains because of the act of that person.....

(b) Definitions. For purposes of this Section:

(1) The terms "knowing" and "knowingly":

(A) mean that a person, with respect to information:

(i) has actual knowledge of the information;

(ii) acts in deliberate ignorance of the truth or falsity of the information;
or,

(iii) acts in reckless disregard of the truth or falsity of the information,
and

(B) require no proof of specific intent to defraud.

PROCEDURAL COMPLIANCE

11. Pursuant to Section 4(b)(2) of the Act, this complaint is to be filed in camera and remain under seal for a period of at least 60 days and shall not be served on Defendants until the Court so orders.

12. Pursuant to Sections 4(b) and 4(c) of the Act, the State, acting by and through the Attorney General, may elect to intervene and proceed with this action, within a period of 60 days, after it has received both the complaint and a statement of material evidence and information relating to the instant action.

13. Pursuant to Section 4(b)(2) of the Act, Relator will provide to the Attorney General, following the filing of the instant complaint, a statement of material evidence and information. The statement of material evidence and information will support Relator's assertions and contentions regarding the submission of false and fraudulent claims by Defendants.

FACTS

14. In June of 2010, the City issued a Request for Proposals for the Transportation of Deceased Persons in Specification No. 78727 (hereinafter "RFP").

15. Pursuant to Addendum No. 2 to the RFP, all proposals were due on July 27, 2010.
16. On August 2, 2010, the Department of Procurement Services received a letter from Allied requesting late acceptance of its proposal.
17. The letter is signed by John Stamps, CEO of Allied, and claims that on July 27, 2010, he was unsure as to where the bid package was to be delivered.
18. Mr. Stamps claims to have called some unknown person or department, and was told to go to wrong locations.
19. The location for return of the proposal is stated on the front cover of Specification No. 78727, as well as in Section 4.2 of the Specification.
20. John Stamps signed Addendum No. 2 to the RFP on July 27, 2010, which states in capital letters on the front page that "PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE BID AND BOND ROOM, ROOM 301-CITY HALL, CHICAGO, ILLINOIS 60602."
21. In a letter dated July 28, 2010, from Mr. Stamps regarding Allied's proposal, Mr. Stamps used the proper address for submissions of proposals, including the notation "Bid and Bond Room - Room 301."
22. Allied did not support or verify any of their references, instead providing Allied's own telephone number and email address as contact information for its references.
23. Despite the fact that section 5.2(3)B of the RFP states that "experience will not be considered unless complete reference data is provided," Defendants on the Evaluation Committee ranked Allied the highest for experience amongst the companies that submitted proposals.

24. Despite the fact that section 5.2(3)B of the RFP states that all client reference information must be verified, and section 6 states that the information gained from checking the references will be reviewed by the evaluation committee, Defendants on the Evaluation Committee did not check and verify references. In fact, no investigation was conducted.

25. A simple review of the proposal and the most minimalist of investigations would have found problems with Allied's attempt to comply with the provisions of section 5.2(4), which requires a respondent to state the experience of key personnel.

26. The only individuals listed in Allied's proposal with any deceased transport experience claim to have worked for what is purportedly Allied's subsidiary, Allied Cleaning Services, Inc., as far back as 1997.

27. The Illinois Secretary of State's website shows an involuntary dissolution of an Allied Cleaning Services, Incorporated, in 1993, and the creation of an Allied Cleaning Services, Inc. in May of 2009.

28. Allied's key personnel apparently worked for a company that did not exist.

29. Furthermore, Allied lists its purported subsidiary Allied Cleaning Services, Inc., as the prime contractor in the content section 5.2(3)A of the RFP states must be submitted in Exhibit 1. Yet, Allied (Allied Services Group, Inc.) is the respondent.

30. Section 5.2(7) of the RFP requires a proposal to include MBE/WBE information. More specifically, "the proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission."

31. Allied submitted no MBE or WBE that was certified by the City of Chicago.

32. John Stamps, CEO of Allied, swore under oath that the MBE and WBE listed in Allied's proposal were certified by the City of Chicago. They were not.

33. Allied's proposal designated Patricia Daugherty as its MBE liaison officer.

34. Patricia Daugherty has multiple State felony convictions for forgery and aggravated forgery in Illinois and Minnesota. In 2004 she was convicted of a wire fraud scheme in federal court that also involved counterfeiting and identity theft. She served time in federal prison. If this conviction were not outside the 5 year window of the EDS certification requirements by a mere 3 months, Allied's proposal would have included perjury by Mr. Stamps in addition to that set forth above. None of this mattered though, because Allied was going to be chosen by Defendants on the Evaluation Committee, and Defendants that were Department heads at the time, without regard for the evaluation procedures.

35. Despite the fact that section 5.2(7) required MBE and WBE firms to be certified as such by the City of Chicago at the time of proposal submission, Defendants on the Evaluation Committee gave Allied 4 "Qualified" votes, when considering MBE/WBE compliance of its proposal.

36. Section 5.2(8) required the submission of audited financial statements for the last 3 years, and if audited statements cannot be provided, the proposal must contain a statement as to why audited statements could not be provided.

37. Allied's proposal did not contain audited statements, nor any explanation as to why.

38. The unaudited financial information for 2007 and 2008 was presented as Allied's, yet the company didn't even exist in those years.

39. Despite the mandatory requirements of section 5.2(8), each Defendant on the Evaluation Committee gave a "Qualified" vote to Allied for Financial Stability.
40. All Defendants worked in concert during the bid process, contrary to Department of Procurement Rules and Regulations, in order to ensure Allied received the contract for transportation of deceased.
41. Defendants worked in concert despite knowing the false claims presented in Allied's bid documents and other documents surrounding the bid process.
42. In addition to the false claims set forth within the bid documents set forth above, additional falsehoods include, but are not limited to: false claims to body removal contracts with other entities; false claims to corporate structure; false claims to licensing; false claims to experience; false claims to corporate ownership of vehicles required for the contract; false claims concerning financial reports.
43. Internal memoranda involving Defendants that worked for the City of Chicago illustrate Defendants' knowledge of the false claims.
44. Correspondence between Allied and Defendants with the City confirm the false claims set forth herein.
45. The City of Chicago debarred that contains companies debarred for much less, which should have been the result of Allied's bid submission, but for the conspiracy and cover-up of Defendants.

CLAIMS FOR RELIEF

46. Plaintiff realleges and incorporates by reference paragraphs 1-45 as if fully restated herein.

47. By virtue of the foregoing conduct, Defendants Allied, Stamps and Klazack knowingly presented or caused to be presented false or fraudulent claims for approval to the City of Chicago, a municipal corporation which is a "State" as defined by 740 ILCS 175/2(a).

48. By virtue of the false or fraudulent claims made by Defendants, the State suffered damages and therefore is entitled to multiple damages under the Act, to be determined at trial, plus a civil penalty of \$5,500 to \$11,000 for each violation.

Additionally:

49. By virtue of the foregoing conduct, Defendants Allied and Stamps knowingly made, used, or caused to be made or used, false records or statements material to each of their false claims to the City of Chicago, a municipal corporation which is a "State" as defined by 740 ILCS 175/2(a).

50. By virtue of Defendants violations of 740 ILCS 175/3(a)(1)(B), the State suffered damages and therefore is entitled to multiple damages under the Act, to be determined at trial, plus a civil penalty of \$5,500 to \$11,000 for each violation.

Additionally,

51. By virtue of the foregoing conduct, all Defendants conspired to commit the violations of 740 ILCS 175/3(a)(1)(A) and (B) set forth herein.

52. By virtue of the false or fraudulent claims made by Defendants, the State suffered damages and therefore is entitled to multiple damages under the Act, to be determined at trial, plus a civil penalty of \$5,500 to \$11,000 for each violation.

Additionally,

53. Plaintiff preserves his right to amend this Complaint to reflect additional violations of the Act, and to total the complete number of violations under the Act, and recover damages for each such act as allowed under the Act.

PRAYER FOR RELIEF

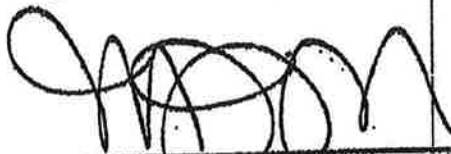
WHEREFORE, Plaintiff prays this Honorable Court will grant a judgment against Defendants as follows:

1. That Defendants cease and desist from violating the Act.
2. That the Court enter judgment against Defendants for the amount of the State's damages, multiplied three times as required by law.
3. That the Court enter judgment against Defendants for up to \$11,000 for each violation of the Act as civil penalties, as required by law.
4. That the Court grant such further relief as may be just and proper, including all damages to which Plaintiff is entitled under the law.

JURY DEMAND

Plaintiff, by and through counsel, hereby demands a jury in this case.

Respectfully submitted,



MICHAEL J. MALATESTA (#47988)
Malatesta Law Offices, LLC
134 North LaSalle Street, Suite 425
Chicago, Illinois 60602
(312) 445-0541 PHONE
(312) 264-0650 FAX
mike@malatestalaw.com

EXHIBIT 3

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

330 NORTH WABASH AVENUE
SUITE 2100
CHICAGO, ILLINOIS 60611-3607
TELEPHONE (312) 840-7000
FACSIMILE (312) 840-7900
www.burkelaw.com

NICHOLAS A. GOWEN
DIRECT DIAL NUMBER: (312) 840-7088
ngowen@burkelaw.com

February 1, 2017

Via FedEx and Email

Gina J. Oka (gina.oka@cityofchicago.org)
General Counsel
City of Chicago, Department of Procurement Services
121 N. LaSalle Street, Rm. 806
Chicago, Illinois 60602

**Re: Contract Between Police Department and Allied Services Group, Inc.
(Bid No. 187673) for Transportation of Deceased Persons**

Dear Ms. Oka:

As you know, this firm represents GSSP Enterprise, Inc. and its principal, Brian Higgins (collectively "GSSP"). On January 3, 2017, I submitted a letter (the "Bid Protest") in opposition to Allied Services Group, Inc. ("Allied") being awarded the contract for the Transportation of Deceased Persons (the "2017 Contract"). On January 11, you informed me that the Department of Procurement Services would consider our submission to be Bid Protest pursuant to the applicable Bid Protest Rules. That same day, you provided the Bid Protest to Allied to allow it to respond to the allegations therein. I understand that Allied responded to the Bid Protest, and I have reviewed the same. GSSP is surprised by Allied's complete failure to adequately respond to or rebut GSSP's allegations. Nevertheless, I submit this letter as a reply in support of GSSP's position that Allied is unqualified to be awarded the 2017 Contract.

Allied Fails to Rebut GSSP's Allegations.

Allied's response to GSSP's Bid Protest does nothing to rebut or dispute any allegation that GSSP raised. *First, Allied denies obvious facts that John Klaczak controls Allied's operations by artfully stating that Klaczak "is not, and has never been, a shareholder, corporate officer or director of Allied."* (Allied Resp. at 2.) Allied's statement, however, fails to address GSSP's argument. GSSP never alleged that Klaczak "owns" Allied. Rather, GSSP argues that the facts clearly establish that Klaczak "controls" Allied. Allied certainly knows this distinction, as its current statement is a clear departure from its forceful pronouncements in December 2011, when its counsel stated that "Klaczak has no involvement in Allied." (See Bid Protest Group Ex. 4.) Allied's December 2011 statement was a lie intended prop up its attempt to secure the 2011 Contract. The truth, on the other hand, is that Klaczak has been performing removal of deceased bodies for the Police Department dating back to the early days of the 2011 Contract, as established by video evidence from a July 9, 2012 edition of WGN News.

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

Gina Oka
February 1, 2017
Page 2

(<http://www.huffingtonpost.com/2012/07/09/chicago-heat-wave-deaths- n 1658895.html>). The video clearly depicts Klaczak wearing a uniform bearing the name "Allied Cleaning" transporting deceased persons for Allied. Not only does Klaczak perform labor for Allied, he also controls the administrative duties for the company. As recent as May 2014, Klaczak was Allied's primary contact for the City, controlled Allied's operations, and was actively involved in the company's daily activities. (See Bid Protest Ex. 5.) It is not surprising that Klaczak was deeply involved in Allied's business operations considering that he had considerable experience in transporting deceased persons, in contrast to Allied's principal, John Stamps, who had zero experience in any aspect of the mortuary industry. Allied's failure to disclose its relationship with Klaczak to the City was intentional and done to conceal its association with him. Allied's response has done nothing to change that fact.

Second, Allied fails to rebut GSSP's assertion that Allied made material misrepresentations in its bid documents to obtain the 2011 Contract. As an initial matter, Allied failed to disclose its relationship with Klaczak which was a material misrepresentation. Allied also failed to disclose that it would use the services of Allied Cleaning Services, Inc. ("Allied Cleaning") to perform the contract. Allied Cleaning was a separate corporate entity that was required to be disclosed to the City in Allied's Economic Disclosure Statement. Allied failed to do so. Instead, Allied listed on disclosure documents the names of Allied Cleaning's personnel who were experienced in transporting deceased persons. (Bid Protest Ex. 6.) This was a blatant attempt to pass those employees off as Allied's employees. To further Allied's misrepresentation and intent to hide the role of Allied Cleaning in performing the contract, Allied also misrepresented its experience in the body removal business. Allied claimed that it had performed work for the Cook County Sheriff's Police Department. In reality, Allied Cleaning was the party that had executed Purchase Orders to work for Cook County. (Compare Exhibits A and B, attached hereto.) Allied's omission was a lie intended support its attempt to secure the 2011 Contract.

Allied also materially misrepresented its financial condition to the City by submitting unaudited financial documents for 2007 and 2008 – years in which Allied did not exist. Allied now claims that the financial statements it submitted were not false even though Allied did not exist during the years reflected in the statements. Despite the clear implication that the unaudited financial statements were those of Allied Cleaning, Allied now implies – without actually confirming – that the financial statements were actually those of Allied's prior entity, Stamps Construction, Inc. (Allied Resp. at 3.)

Allied's current position is incredible. The facts establish that Allied had so little cash flow in 2011 that it admitted to borrowing cash from Allied Cleaning to cover basic expenses, including (a) "start up capital," (b) purchasing fundamental supplies such as latex gloves and toilet tissue, and (c) even buying gas for its vehicles. (See Allied's counsel's April 25, 2012 letter and Exs. B-C attached thereto, attached hereto as Exhibit C.) It is unlikely that a company in such poor financial condition is the same one reflected in the unaudited financial statements submitted in Allied's 2011 bid package. Thus, Allied's current assertion that the financial

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

Gina Oka
February 1, 2017
Page 3

statements it submitted to the City contained no material misrepresentations has no basis in fact. Each of Allied's material misrepresentations and omissions in its bid documents for the 2011 Contract disqualify it from now obtaining the 2017 Contract.

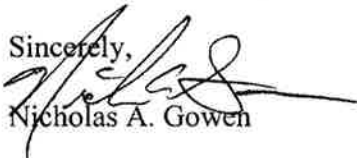
Third, Allied fails to rebut GSSP's allegation that Allied subcontracted the work in violation of the 2011 Contract. Regardless of whether a written agreement exists, the facts are clear that Allied used sub-contractors to perform work under the contract during certain years. Allied's response again uses artful language to deny a provable fact. Specifically, Allied's response states that "Allied has been directly responsible for performing under the 2011 Contract..." (Allied Resp. at 3.) However, GSSP does not claim that Allied had not been "responsible for performing" under the 2011 Contract. That is indisputable, as Allied is the only party in privity with the City. Rather the issue is whether Allied – itself – was *actually performing* the duties outlined in the 2011 Contract. The facts establish that Allied has not done so. GSSP has evidence, including but not limited to, the video link cited above showing that Allied subcontracted the work it performed to, at least, Allied Cleaning in violation of the 2011 Contract. Even if Allied Cleaning is a subsidiary or an otherwise related entity to Allied, such a relationship does not permit Allied to "assign, delegate, or otherwise transfer" any portion of its contractual duties to another entity.

Allied's Current Bid is Unresponsive.

Allied's current bid is non-responsive. Allied originally received \$350 per body pursuant to the 2011 Contract. However, on September 10, 2012, Allied requested an increase in its fee to \$550 per body due to purported rising costs. (See Exhibit D, attached hereto.) Yet, Allied's current bid asserts that it can perform the task for only \$295 per body. (See Bid Protest Ex. 1.) The costs for labor, materials, and fuel have not decreased in the last six years, thus it is apparent that Allied's current bid is too low to be responsive. Accordingly, the bid should be rejected.

GSSP Is Not Rehashing Prior Arguments

GSSP is not attempting to re-litigate the past. The only relevant issue is whether the City considers Allied's relationship with Klaczak and its multiple material breaches of the 2011 Contract as relevant factors to weigh in evaluating awarding the 2017 Contract. GSSP has provided the City ample information establishing that Allied is unqualified to receive the 2017 Contract. The City should consider this information and conduct its own factual investigation. GSSP requests a meeting to further discuss these matters and those raised in the Bid Protest.

Sincerely,

Nicholas A. Gowen

cc: Brian Higgins, CEO of GSSP Enterprise, Inc.
Enclosure

EXHIBIT A

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references

- (1) Client Name: Cook County Sheriff's Police Department
- (2) Address: 1401 S. Maybrook Drive
- (3) City, State, Zip Code: Maybrook, IL 60153
- (4) Project Manager: Dan Newton
- (5) Telephone Number: 708-935-5342
- (6) E-mail: Dnewton@alliedcleaning.net
- (7) Number of Employees in Client Organization: 1000+
- (8) Project Scope of Services/Goals: Allied provides Removal/
Transportation of deceased persons.

(9) Contract Award Date: 1/15/2010 Completion Date: 1/14/2011

(10) Initial Contract Amount: \$ 19,200.00 Final Contract Amount: \$ ongoing

(11) Describe how the client's goals were met. Describe the Transportation of Deceased Persons Services offered and maintained as a result of the services. Attach additional pages, as necessary.

Allied has provided described services with no problems/complaints.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

There has been no obstacles.

(13) Is the client still utilizing the Transportation of Deceased Persons services?

Yes, both parties are extremely satisfied.

(14) What was the cost/financing structure of the contract?

Per Removal/Transportation of Deceased.

EXHIBIT B



OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK
 118 NORTH CLARK ST. ROOM 1018
 CHICAGO, ILLINOIS 60602-1375
 (312) 603-5370



PURCHASE ORDERED ISSUED TO
 817389

Allied Cleaning Services Inc
 14150 S Western Ave
 Posen IL 60469

DATE
 11/27/2009
F.O.B. POINT

PURCHASE ORDER NO.
 170306 - 000- OP
REQUISITION NO.
 00087716 OR

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - Police Department
 1401 S. Maybrook Drive
 Maywood IL 60153-2418

DELIVERY INSTRUCTIONS

MARY CAREY
 4802

708-865-

DEPT NO	
2310996	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	AMOUNT
1.00	DESCEASED BODY/BODY PARTS REMOVAL SERVICES SERVICE DECEASE, BODY/BODY PARTS REMOVAL ON AN AS NEEDED BASIC, 24hrs A DAY, 7 DAYS A WEEK BODY REMOVAL. HOSPITAL, HOUSE SCENE WITH BODY BAG INCLUDED. PAYMENT MADE ON A PER CALL BASIS. ALL BODY PICK-UPS MUST HAVE A TWO (2) PERSON TEAM, MUST BE ABLE TO RESPOND WITHIN ONE (1) HOUR OF BEING CALLED. BOUNDARIES OF THIS CONTRACT IS NORTH OF MADISON STREET TO NORTHERN COOK COUNTY BORDER. CONTRACT PERIOD 1/15/10 THRU 1/14/11 NOTE: BODY REMOVAL \$120.00EA	.00	LO	.0000	9,600.00	1100.300354
***** Total Order *****					9,600.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN ALIUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

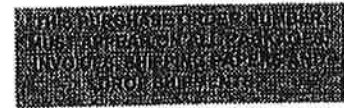
I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.
PURCHASING AGENT Date: _____

Conrad Cole 12-7-10



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370



DATE
11/27/2009
F.O.B. POINT

**PURCHASE ORDER NO.
170310 - 000- OP
REQUISITION NO.
00087725 OR**

PURCHASE ORDERED ISSUED TO
817389

Allied Cleaning Services Inc
14150 S Western Ave
Posen IL 60469

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - Police Department
1401 S. Maybrook Drive
Maywood IL 60153-2418

DELIVERY INSTRUCTIONS

MARY CAREY
4802

708-865-

DEPT NO	Page 1 of 1
2310996	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	DECEASED BODY/BODY PARTS REMOVAL SERVICES ON AN AS NEEDED BASIS 24 HOURS A DAY ,7 DAYS A WEEK, BODY REMOVAL HOSOTIAL, HOUSE SCENE WITH BODY BAG INCLUDED, PAYMENT MADE ON A PER CALL BASIS. ALL BODY PICK-UPS MUST HAVE A(2) TWO PERSON TEAM .MUST BE ABLE TO RESPOND WITHIN(1)ONE HOUR OF BEING CALLED. BOUNDARIES OF THIS ,CONTRACT IS SOUTH OF MADISION STREET TO SOUTHERN COOK COUNTY BORDER. CONTRACT PERIOD 1/15/10 THRU 1/14/11 MUST HAVE FUNERAL DIRECTOR LICENSE NOTE: BODY = \$120.00 EA)	.00	LO	.0000	9,600.00	1100.300354
***** Total Order *****					9,800.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the purchase and is properly accounted for.
PURCHASING AGENT _____ Dates

Contract Copy 1-7-10



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

PURCHASE ORDERED ISSUED TO
817389

Allied Cleaning Services Inc
14150 S Western Ave
Posen IL 60469



DATE
1/13/2011
F.O.B. POINT

PURCHASE ORDER NO.
170310 -001 -OP
REQUISITION NO.

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - Police Department
1401 S. Maybrook Drive
Maywood IL 60153-2418

DELIVERY INSTRUCTIONS

MARY CAREY
4802

708-865-

DEPT NO	Page 1 of 1
2310996	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICES	QUANTITY	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
2.00	CHANGE ORDER: TIME EXTENSION REMOVAL FOR BOUNDARIES SOUTH OF MADISON STREET TO SOUTHERN COOK COUNTY BORDER PURCHASE ORDER AMOUNT: \$9,600.00 ORIGINAL CONTRACT PERIOD: 01/15/10 THROUGH 01/14/11 EXTENSION PERIOD: 01/15/11 THROUGH 02/12/11	0.00	.0000		
***** Total Order *****				.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Date: _____ Authorized Signature: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

Date: 1/20/11
Maria de Jesus Lopez
PURCHASING AGENT

BK

EXHIBIT C

Apr. 25. 2012 2:32PM Marty Schwartz

No 2483 P. 1

Schain Burney
Banks & Kenny

70 W. Madison Street
Suite 4800
Chicago, IL 60602

Main (312) 345-5700
Fax (312) 345-5701
www.sbbkllaw.com

FACSIMILE COVER SHEET

TO: James McIsaac

COMPANY:

FAX NO.: 312.744.0010

DATE: 4/25/12

FROM: Marty J. Schwartz

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 18

RE:

MESSAGE

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**PLEASE CONTACT US IF THERE IS ANY PROBLEM WITH THIS
TRANSMISSION - PLEASE CALL (312) 345-5700**

LAW OFFICES
SCHAIN, BURNEY, BANKS & KENNY
Three First National Plaza
70 West Madison Street, Suite 4800
Chicago, Illinois 60602-4282
Telephone: (312) 345-8700
Fax: (312) 345-5701

Via facsimile 312.744.0010
April 25, 2012

James McIsaac
Dept. of Procurement Services
121 N. LaSalle St.
Room 403
Chicago, IL 60602

RE: Contract no. 25150

Dear Mr. McIsaac:

Thank you for allowing me additional time to respond to your letter of April 10, 2012.

Allied Cleaning pursuant to a verbal understanding loaned start up capital, paid for certain expenses (Exhibit A), provided some supplies (Exhibit B) and allowed Allied Services use of a gas card (Exhibit C). It should be noted that John Stamps and other family members also provided start up capital.

Allied Services has reimbursed Allied Cleaning \$46,200. Copies of checks are attached (Exhibit D). My client does not have a copy of check no. 160 for \$2200, but the bank statement showing that check is attached here as Exhibit E.

Please call me if you have any questions.

Very truly yours,


Marty J. Schwartz
MJS/kr

Date	Supply	Quantity	Cost	Total
9/21/2012	Full Face Respirators	2	\$114.00	\$228.00
9/21/2012	White Terry Towels	10	\$0.43	\$4.30
9/21/2012	Blue Towels	4	\$1.50	\$6.00
9/21/2012	Disposable Particle Masks	1 Box	\$18.00	\$18.00
9/21/2012	Natural Rubber Gloves	1 Pair	\$2.00	\$2.00
9/22/2012	Red Glo Bags	1 Roll	\$4.10	\$4.10
9/22/2012	Head Lights	2	\$4.00	\$8.00
9/22/2012	Hand Sanitizing Wipes	2 Containers	\$10.00	\$20.00
9/22/2012	Shoe Tongs	9	\$3.50	\$31.50
9/22/2012	Red Glo Bags	2 Roll	\$8.10	\$16.20
9/22/2012	White Shoe Covers	1 Pair	\$1.10	\$1.10
9/22/2012	3M Respirator Cartridges	5 Pairs	\$4.90	\$24.50
9/22/2012	Blue Towels	5	\$4.52	\$22.60
9/22/2012	Leather Work Gloves	2 Pairs	\$2.79	\$5.58
9/22/2012	White Terry Towels	12	\$0.43	\$5.16
9/22/2012	Coat Tapes	1 Roll	\$3.37	\$3.37
9/22/2012	Latex Gloves (XL)	3 Boxes	\$12.00	\$36.00
9/22/2012	Grey Gloves	4 Pairs	\$0.99	\$3.96
9/22/2012	Tool Bag	1	\$35.00	\$35.00
9/22/2012	Ice Aid Kit	1	\$30.00	\$30.00
9/22/2012	Cleaning Kit	1	\$30.00	\$30.00
9/22/2012	Blue Towels	3	\$35.00	\$105.00
9/22/2012	White Terry Towels	1 Box	\$12.00	\$12.00
9/22/2012	White Terry Towels	2 Boxes	\$24.00	\$48.00
9/22/2012	White Terry Towels	4 Boxes	\$48.00	\$192.00
9/24/2012	Grey Bottles	1 Box	\$5.00	\$5.00
9/24/2012	Tobac Trash	1	\$2.00	\$2.00
9/24/2012	Comet Cleaner	1	\$9.97	\$9.97
9/24/2012	Tobac Paper	1 Pack	\$18.98	\$18.98
9/24/2012	Latex Gloves (M)	24	\$12.00	\$288.00
9/24/2012	Latex Gloves (L)	12	\$12.00	\$144.00
9/24/2012	Blue Towels	1 Gallon	\$5.00	\$5.00
9/24/2012	Map	1	\$7.98	\$7.98
9/24/2012	Map Bucket and Utensils	1	\$72.92	\$72.92
9/24/2012	Disposable Particle Masks	1 Box	\$19.06	\$19.06
9/24/2012	Utility Towels	12	\$2.00	\$24.00
9/24/2012	Blue Towels (XL)	2 Cases	\$158.42	\$316.84
9/24/2012	Blue Towels (M)	2 Cases	\$158.42	\$316.84
9/30/2012	Blue Towels	3	\$1.50	\$4.50



Apr. 25. 2012 2:33PM Matty Schwartz

No. 2483 P 5

9/29/2011	1000000000 (01)	4 Boxes	\$12.00	\$48.00
9/29/2011	Paper Towels	2 Packs	\$2.80	\$5.60
9/29/2011	toilet Paper	4 Packs	\$0.67	\$2.68
				\$1,058.68

Date	Supply	Quantity	Cost	Total
10/15/2011	Blue Tarp	6	\$9.50	\$57.00
10/15/2011	White Terry Towels	10	\$0.43	\$4.30
10/15/2011	Latex Gloves (DL)	4 Boxes	\$	\$4.00
10/18/2011	Blue Buckets	2	\$0.96	\$1.92
10/18/2011	Pine Exhauster	1	\$29.97	\$29.97
10/17/2011	Orange Green	1	\$8.78	\$8.78
10/17/2011	Dust Pan	1	\$2.99	\$2.99
10/17/2011	Garbage Bags	1 Box	\$7.99	\$7.99
10/17/2011	Talk Paper	1 Pack	\$16.99	\$16.99
10/17/2011	Paper Towels	4 Rolls	\$1.94	\$7.76
10/28/2011	Paper Towels	1 Roll	\$1.94	\$1.94
10/28/2011	Hard Sanitizing Wipes	3 Containers	\$10.00	\$30.00
10/28/2011	White Terry Towels	10	\$3.50	\$35.00
10/28/2011	Fishnets	19	\$0.42	\$8.30
10/28/2011	Latex Gloves (DL)	2	\$4.97	\$9.94
10/21/2011	Deck Tape	6	\$12.00	\$72.00
10/24/2011	Paper Towels	2 Rolls	\$9.17	\$18.34
10/24/2011	Talk Paper	5 Rolls	\$1.94	\$9.70
10/24/2011	White Terry Towels	1 Pack	\$16.99	\$16.99
10/24/2011	Hard Soap	1 Bag	\$24.99	\$24.99
10/24/2011	Toddle Bucket and Holder	1	\$2.99	\$2.99
10/28/2011	AAA Batteries	1	\$2.99	\$2.99
10/28/2011	Hard Sanitizing Wipes	1 Pack	\$10.99	\$10.99
10/28/2011	Latex Gloves (DL)	1 Container	\$10.00	\$10.00
10/28/2011	White Terry Towels	2 Boxes	\$12.00	\$24.00
10/28/2011	Blue Tarp	14	\$0.42	\$5.88
10/28/2011	Blue Tarp	8	\$2.50	\$20.00
10/28/2011	Paper Towels	2 Packs	\$1.94	\$3.88
10/28/2011	Garbage Bags	2 Boxes	\$7.99	\$15.98
10/28/2011	Blue Buckets	4	\$0.96	\$3.84
10/28/2011	White Rubber	3	\$2.00	\$6.00
10/28/2011	Deck Tape	1 Roll	\$9.17	\$9.17
10/28/2011	White Rubber Gloves	1 Roll	\$4.10	\$4.10
10/28/2011	Yellow Rubber Gloves	6 Packs	\$2.00	\$12.00
10/28/2011	Latex Gloves (L)	1 Box	\$12.00	\$12.00
10/28/2011	Latex Gloves (DL)	1 Box	\$12.00	\$12.00
				\$12.00

Service

Allied Service Group Fuel

Date	Station	Amount
9/2/2011	Marathon	\$88.00
9/8/2011	AM PM Mart	\$115.25
9/1/2011	Marathon	\$76.00
9/4/2011	Marathon	\$50.00
9/4/2011	Marathon	\$108.87
9/5/2011	Marathon	\$78.00
9/6/2011	Marathon	\$47.62
9/7/2011	Marathon	\$78.26
9/7/2011	Marathon	\$58.02
9/9/2011	AM PM Mart	\$78.00
9/9/2011	Marathon	\$75.07
9/11/2011	Speedway	\$75.15
9/12/2011	Marathon	\$83.00
9/17/2011	Marathon	\$80.00
9/20/2011	Marathon	\$97.00
9/21/2011	Marathon	\$61.00
9/22/2011	Marathon	\$57.50
9/24/2011	Marathon	\$85.05
9/25/2011	Marathon	\$45.01
9/26/2011	Marathon	\$84.07
9/27/2011	Marathon	\$43.00
9/28/2011	Marathon	\$80.89
9/29/2011	Speedway	\$78.01
9/30/2011	Marathon	\$32.50
9/30/2011	Marathon	\$69.08
10/1/2011	Marathon	\$86.10
10/1/2011	Marathon	\$105.08
10/2/2011	Marathon	\$54.00
10/2/2011	Marathon	\$80.50
10/3/2011	Speedway	\$80.97
10/3/2011	Marathon	\$64.00
10/11/2011	Marathon	\$85.51
10/11/2011	Marathon	\$57.88
10/11/2011	Marathon	\$89.50
10/13/2011	Marathon	\$34.50
10/14/2011	Marathon	\$86.83
10/14/2011	Marathon	\$106.55
10/14/2011	Marathon	\$61.87
10/15/2011	Marathon	\$32.00
10/15/2011	Marathon	\$51.95
10/17/2011	Marathon	\$139.00
10/17/2011	Marathon	\$87.72



10/10/2011 Marathon	\$82.10
10/10/2011 Marathon	\$70.00
10/10/2011 Marathon	\$72.00
10/20/2011 Marathon	\$48.24
10/22/2011 Marathon	\$61.00
10/22/2011 Marathon	\$64.13
10/22/2011 Marathon	\$65.04
10/22/2011 Marathon	\$66.70
10/25/2011 Marathon	\$100.00
10/27/2011 Marathon	\$100.00
10/28/2011 Marathon	\$35.00
10/28/2011 Marathon	\$37.15
10/29/2011 Marathon	\$117.50
10/29/2011 Marathon	\$62.00
10/31/2011 Marathon	\$48.23
10/31/2011 Marathon	\$83.07
10/31/2011 Marathon	\$82.91
11/2/2011 Marathon	\$84.72
11/3/2011 Marathon	\$83.21
11/3/2011 Marathon	\$107.50
11/4/2011 Marathon	\$33.00
11/4/2011 Marathon	\$70.20
11/5/2011 Marathon	\$75.29
11/5/2011 Marathon	\$86.73
11/7/2011 Marathon	\$178.00
11/8/2011 Marathon	\$68.72
11/8/2011 Marathon	\$82.25
11/8/2011 Marathon	\$80.32
11/11/2011 Marathon	\$98.84
11/11/2011 Marathon	\$75.25
11/12/2011 Marathon	\$98.00
11/14/2011 Marathon	\$95.61
11/14/2011 Marathon	\$95.68
11/18/2011 Marathon	\$80.44
11/16/2011 Marathon	\$84.01
11/17/2011 Marathon	\$110.84
11/18/2011 Marathon	\$52.73
11/18/2011 Marathon	\$63.49
11/18/2011 Marathon	\$40.81
11/19/2011 Marathon	\$106.01
11/20/2011 Marathon	\$48.10
11/20/2011 Marathon	\$54.87
11/23/2011 Marathon	\$40.00
11/23/2011 Marathon	\$83.78
11/23/2011 Marathon	\$60.90
11/24/2011 Marathon	\$146.00
11/28/2011 Marathon	\$183.50

Apr. 25. 2012 2:33PM Marly Schwartz

No. 2483 P 11

11/28/2011 Marathon	\$97.21
11/30/2011 Marathon	\$94.71
12/1/2011 Marathon	\$58.88
12/1/2011 Marathon	\$61.80
12/2/2011 Marathon	\$140.00
12/4/2011 Marathon	\$72.84
12/4/2011 Marathon	\$78.74
12/6/2011 Marathon	\$153.00
12/6/2011 Marathon	\$72.86
12/8/2011 Marathon	\$72.81
12/8/2011 Marathon	<u>\$54.88</u>



EXHIBIT D



September 10, 2012

Jamie L. Rhee,
Chief of Procurement Officer
Department of Procurement Services
121 North LaSalle Street
Chicago IL 60602

RE RFP No.78727 Transportation of Deceased Persons

Dear Jamie L. Rhee:

I John Stamps, President of Allied Services Group Inc. am writing you this letter seeking a pay increase in monies per body removal regarding contract #78727 from \$350 to \$550, per bodies due to the on going raising prices of fuel, supplies and the increasing cost of living for my hard working employees. Allied Services Group Inc is in our first year serving the City Of Chicago and the Chicago Police Department, we are 99.3% effective in being on time within the 75 minute allowance to be on the scene for the body removal saving the City of Chicago money and the Chicago Police Department time. We only need the money to help keep running our company efficiently, comfortably and effectively and continue providing the City of Chicago and the City of Chicago Police with great service.

I thank you in advance for your time in reviewing this proposal and please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "John Stamps". The signature is written in a cursive style with a large, sweeping "J" and "S".

John Stamps,
President
Allied Services Group Inc.
Cell #773-406-4613
Email: jthadon7@sbglobal.net

EXHIBIT 4

Rodriguez, Carmen

From: Marty Schwartz <mschwartz@schainbanks.com>
Sent: Tuesday, February 28, 2017 2:08 PM
To: Oka, Gina
Cc: ngowen@burkelaw.com
Subject: RE: Specification No. 187673, Transportation of Deceased Persons

Thank you for inviting me to the meeting yesterday. I have confirmed with John Stamps that John Klaczek was not in the video shown at the meeting.

<http://www.huffingtonpost.com/2012/07/09/chicago-heat-wave-deaths- n 1658895.html> I am not sure which person GSSP claims is Klaczek, but none of the persons in the video were Klaczek. All the persons shown removing the bodies were employees of Allied Services, although one or more may have previously worked for Allied Cleaning Services(which would explain why one of them may have been wearing an Allied Cleaning t-shirt.)

Perhaps, GSSP can specify who they believe is Klaczke and my client will be able to provide the name of that person.



Please note the new suite number and direct fax number.

MARTY J. SCHWARTZ

mschwartz@schainbanks.com

Main: 312.345.5700

Main Fax: 312.345.5701

Direct Fax: 312.619.4864

SCHAIN BANKS

Three First National Plaza

Suite 5300

Chicago, IL 60602

www.schainbanks.com

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From: Oka, Gina [<mailto:Gina.Oka@cityofchicago.org>]
Sent: Wednesday, February 22, 2017 4:43 PM
To: Marty Schwartz
Cc: Kristi Regnas
Subject: RE: Specification No. 187673, Transportation of Deceased Persons

Monday, 2/27, 2:00, City Hall, 121 N LaSalle St, Room 806.

From: Marty Schwartz [<mailto:mschwartz@schainbanks.com>]
Sent: Wednesday, February 22, 2017 4:32 PM
To: Oka, Gina
Cc: Kristi Regnas
Subject: Re: Specification No. 187673, Transportation of Deceased Persons

What time is our meeting and where is it ?

Sent from my iPhone

On Feb 17, 2017, at 4:50 PM, Oka, Gina <Gina.Oka@cityofchicago.org> wrote:

Mr. Schwartz – for your information in advance of our meeting on the 27th, I am sending you GSSP's reply letter to Allied's response to the bid protest. No response from Allied is required; however, if Allied wishes to respond, it may. Thank you.

From: Gowen, Nicholas [<mailto:ngowen@burkelaw.com>]
Sent: Wednesday, February 01, 2017 4:51 PM
To: Oka, Gina
Subject: RE: Specification No. 187673, Transportation of Deceased Persons

Gina, please see the attached letter.

-Nick Gowen

Nicholas A. Gowen
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash, 21st Floor | Chicago, IL 60611
Phone 312.840.7088 | Fax 312.840.7900
ngowen@burkelaw.com | www.burkelaw.com | [my profile](#)

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From: Oka, Gina [<mailto:Gina.Oka@cityofchicago.org>]
Sent: Tuesday, January 31, 2017 2:34 PM
To: Gowen, Nicholas
Subject: RE: Specification No. 187673, Transportation of Deceased Persons

Allied did respond. Please see attached. Thank you.

From: Gowen, Nicholas [<mailto:ngowen@burkelaw.com>]
Sent: Tuesday, January 31, 2017 2:06 PM
To: Oka, Gina
Subject: RE: Specification No. 187673, Transportation of Deceased Persons

Did Allied Services respond to GSSP's bid protest? If so, please send me a copy of the document. Thanks.

From: Gowen, Nicholas
Sent: Friday, January 27, 2017 1:13 PM
To: 'Oka, Gina'
Subject: RE: Specification No. 187673, Transportation of Deceased Persons

Did Allied Services respond to GSSP's bid protest? If so, please send me a copy of the document. Thanks.

Nicholas A. Gowen
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash, 21st Floor | Chicago, IL 60611
Phone 312.840.7088 | Fax 312.840.7900
ngowen@burkelaw.com | www.burkelaw.com | [my profile](#)

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From: Oka, Gina [<mailto:Gina.Oka@cityofchicago.org>]
Sent: Wednesday, January 11, 2017 2:44 PM
To: jthadon7@sbcglobal.net
Cc: Pezanoski, Diane M; Burke, Fiona; O'Brien, John; McIntyre, Anne Marie; Beltran, Mauricio; Rodriguez, Carmen; Gowen, Nicholas
Subject: Specification No. 187673, Transportation of Deceased Persons

Mr. Stamps:

Please see the attached bid protest filed by GSSP Enterprise, Inc. Pursuant to the City of Chicago's [bid protest rules](#), as the protested party, Allied Services Group may submit a response. Allied has until January 26, 2017 to submit such a response. Please contact me with any questions. Thank you.

Gina J. Oka
General Counsel
City of Chicago, Department of Procurement Services
121 N LaSalle Street, Rm. 806, Chicago, IL 60602
Phone: 312-744-9757 Fax: 312-744-0010
gina.oka@cityofchicago.org

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<2017-02-01 GSSP reply letter.pdf>