

BIDDER: Anchor Mechanical

CONTRACT FOR SERVICE

DOCUMENT NO. 08-53-233 REBID



MAINTENANCE AND REPAIR,
REFRIGERATION AND VENTILATION EQUIPMENT/UTILITIES
FOR
JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

BIDS TO BE EXECUTED IN TRIPPLICATE
BID OPENING WILL BE ON THURSDAY, SEPTEMBER 18, 2008
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

BID DEPOSIT: ONE PERCENT (1%) OF BID AMOUNT
PERFORMANCE & PAYMENT BOND: REQUIRED

04098

REQ# 88970345

04158

08 NOV 24 AM 10:30
RECEIVED
OFFICE OF
CONTRACT COMPLIANCE

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
IB-01	Definitions	IB-1
IB-02	Preparation of Bid Proposals	IB-1
IB-03	Site Inspection Certificate	IB-1
IB-04	Bid Deposit	IB-2
IB-05	Exceptions	IB-2
IB-06	Bidder Warranties	IB-3
IB-07	Submission of Bid Proposals	IB-3
IB-08	Bid Proposals to Conform to Requirements of Legal Advertising	IB-3
IB-09	Competency of Bidder	IB-3
IB-10	Local Business Preference	IB-4
IB-11	Consideration of Bid Proposals	IB-4
IB-12	Withdrawal of Bid Proposals	IB-4
IB-13	Acceptance of Bid Proposals	IB-4
IB-14	Performance and Payment Bond	IB-5
IB-15	Prices Firm	IB-5
IB-16	Cash Billing Discounts	IB-5
IB-17	Catalogs	IB-5
IB-18	Trade Names	IB-5
IB-19	Authorized Dealer/Distributor	IB-6
IB-20	Samples	IB-6
IB-21	Notices	IB-6
IB-22	Compliance with Laws - Public Contract	IB-6

LEGAL NOTICE
ADVERTISEMENT FOR BID
COOK COUNTY PURCHASING
SEALED PROPOSALS ARE
INVITED BY THE BOARD OF
COMMISSIONERS OF COOK
COUNTY FOR THE
FOLLOWING:
CONTRACT NO: 08-73260
REBID
FOR: SCAVENGER SERVICE,
BIOHAZARDOUS WASTE
FOR: PROVIDENT HOSPITAL
OF COOK COUNTY
CONTRACT NO: 08-84-119
REBID
FOR: SERVICES, PROCESSING
AND DEVELOPING MICROFILM,
BROWN TONING AND FILM
DUPLICATION
FOR: COOK COUNTY
RECORDER OF DEEDS
THE FOLLOWING BID HAS A
MANDATORY PRE-BID
CONFERENCE/ SITE
INSPECTION TO BE HELD ON
TUESDAY, SEPTEMBER 9,
2008 AT 10:00 A.M. AT THE
STROGER HOSPITAL
BUILDINGS AND GROUNDS
DEPARTMENT, 1901 S.
HARRISON ST., ROOM LL280,
CHICAGO, ILLINOIS 60612.
CONTRACT NO: 08-53-233
REBID
FOR: MAINTENANCE AND
REPAIR, REFRIGERATION AND
VENTILATION EQUIPMENT
/UTILITIES
FOR: JOHN H. STROGER, JR.
HOSPITAL OF COOK COUNTY
BID DEPOSIT: ONE (1%)
PERCENT OF TOTAL BID
PLANS, SPECIFICATIONS,
PROPOSAL AND BID
INSTRUCTIONS MAY BE
OBTAINED FROM THE OFFICE
OF THE PURCHASING AGENT,
ROOM 1018 COUNTY
BUILDING, 118 N. CLARK ST.
CHICAGO, ILLINOIS, 60602
AFTER 10:00 A.M. TUESDAY,
AUGUST 26, 2008 BUT NO
LATER THAN 4:30 P.M.,
MONDAY, SEPTEMBER 8,
2008. COOK COUNTY IS AN
EQUAL OPPORTUNITY
PURCHASER. LOCAL M/WBES
ARE ENCOURAGED TO
SUBMIT BIDS. THE
COUNTY'S UTILIZATION ON
THESE CONTRACTS IS 25%
FOR MBE'S AND 10% FOR
WBE'S. INQUIRIES
REGARDING MINORITY AND
FEMALE PARTICIPATION
SHOULD BE DIRECTED TO
THE OFFICE OF CONTRACT
COMPLIANCE AT
(312) 603-5502.
WHEN ADVERTISED, THE BID
PROPOSAL SHALL BE
ACCOMPANIED BY CASH,
CASHIER'S CHECK,
CERTIFIED CHECK, BANK
DRAFT OR SURETY BOND IN
THE AMOUNT SHOWN IN THE
LEGAL ADVERTISEMENT.
THE COOK COUNTY BOARD
OF COMMISSIONERS
RESERVES THE RIGHT TO
REJECT ANY AND ALL BIDS.
FORMAL BIDS MUST BE
DEPOSITED IN THE BID BOX
AT ROOM 569, COUNTY
BUILDING, UP TO AND NO
LATER THAN 10:00 A.M.
THURSDAY, SEPTEMBER 18,
2008.
ADV: TUESDAY, AUGUST 26,
2008 BY ORDER OF THE
BOARD OF COMMISSIONERS
OF COOK COUNTY.
TODD H. STROGER,
PRESIDENT
CARMEN TRICHE-COLVIN
PURCHASING AGENT

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.

B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.

C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.

D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.

F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.

G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.

H. **PURCHASING AGENT** shall mean the Purchasing Agent of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.

I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 BID DEPOSIT

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

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

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

IB-05 EXCEPTIONS

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

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Assembly Room 569, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 11.**

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

IB-09 COMPETENCY OF BIDDER

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

IB-10 LOCAL BUSINESS PREFERENCE

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 38.

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

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

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

END OF SECTION

**GENERAL CONDITIONS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-01	Subcontracting or Assignment of Contract or Contract Funds	GC-1
GC-02	Inspection and Responsibility	GC-1
GC-03	Insurance	GC-1
GC-04	Payment	GC-1
GC-05	Prepaid Fees	GC-1
GC-06	Taxes	GC-1
GC-07	Price Reduction	GC-2
GC-08	Contractor Credits	GC-2
GC-09	Disputes	GC-2
GC-10	Default	GC-2
GC-11	County's Remedies	GC-2
GC-12	Contractor's Remedies	GC-2
GC-13	Delays	GC-2
GC-14	Modifications and Amendments	GC-3
GC-15	Patents, Copyrights and Licenses	GC-3
GC-16	Compliance with Laws	GC-3
GC-17	MBE/WBE Cook County Ordinance	GC-4/7
GC-18	Material Safety Data Sheet	GC-7
GC-19	Conduct of the Contractor	GC-7
GC-20	Accident Reports	GC-7
GC-21	Use of Premises	GC-7
GC-22	General Notice	GC-8
GC-23	Termination for Convenience	GC-8
GC-24	Guarantees and Warranties	GC-8
GC-25	Standard of Contract Goods	GC-8
GC-26	Delivery	GC-8
GC-27	Confidentiality And Ownership Of Documents	GC-9
GC-28	Quantities	GC-9
GC-29	Audit; Examination of Records	GC-9
GC-30	Governing Law	GC-10

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposed arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INSPECTION AND RESPONSIBILITY

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

GC-03 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract.

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

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

GC-10 DEFAULT

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

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

GC-11 COUNTY'S REMEDIES

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

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10.

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, a MBE goal of twenty-five percent (25%) of the contract amount and a WBE goal of ten percent (10%) of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-17, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-17 and the wording of the Ordinance shall apply. If there is a conflict between this GC-17 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE UTILIZATION PLAN

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

1. Letter(s) of Intent

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

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

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

(Reference pages EDS-3/4 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

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

County of Cook
Small Business Administration 8A Program
Illinois Unified Certification Program
or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

3. Joint Venture Affidavit

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

B. REDUCTION/WAIVER PETITION

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-17, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-18 MATERIAL DATA SAFETY SHEET

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

GC-19 CONDUCT OF THE CONTRACTOR

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

GC-20 ACCIDENT REPORTS

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

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

GC-21 USE OF PREMISES

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

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

GC-22 GENERAL NOTICE

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

TO THE COUNTY:

PURCHASING AGENT
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-23 TERMINATION FOR CONVENIENCE

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

GC-24 GUARANTEES AND WARRANTIES

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

GC-25 STANDARD OF CONTRACT GOODS

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

GC-26 DELIVERY

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

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

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

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

GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-28 QUANTITIES

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

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 WAIVER

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

GC-32 ENTIRE CONTRACT

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

GC-33 FORCE MAJEURE

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

GC-34 CONTRACT INTERPRETATION

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

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

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

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish MAINTENANCE AND REPAIR FOR REFRIGERATION & VENTILATION EQUIPMENT for the facilities located on the campus of the JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a contract for thirty-six (36) months effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 AWARD OF CONTRACT

It is the intent of the County to award this Contract in whole. However, the County reserves the right to award Parts I and II together and to award both Part III and Part IV as individual contracts. **All Bidders must submit bid proposals for all four parts.** The County reserves the right to award this contract in the best interest of the County.

SC-04 INQUIRIES

For inquiries, please contact:

Miriam Moore-Hunter
(312) 864-2007

David Lai
(312) 864-2800

Patrick Nolan
(312) 864-1470

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an addendum issued by the Office of the Purchasing Agent. (Reference Instruction to Bidders, section IB-05 "Exceptions", page IB-2). **Inquiries must be received no later than 5:00 p.m. on Thursday, September 11, 2008. Inquiries will be answered by the close of business on Monday, September 15, 2008.**

During the bid process, all inquiries must be directed, in writing, only to the Cook County Purchasing Agent as follows:

Carmen Triche-Colvin
Cook County Purchasing Agent
118 N. Clark Street, Room 1018
Chicago, IL 60602

SC-05 SERVICE LOCATIONS

All services shall be made at:

JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY CAMPUS
INCLUDING THE FOLLOWING BUILDINGS:

John H. Stroger Hospital Building
Hektoen Building
Durand Building
Administration Building
New Power House
Ruth M. Rothstein Core Center Building

12KV Building
Fantus Health Center
Prieto Clinic
Sunbeam Warehouse

SPECIAL CONDITIONS

SC-06 NOTIFICATION

Contractor shall not commence performance under this Contract until notified by Using Department.

SC-07 PRE-BID CONFERENCE/SITE INSPECTION

A mandatory Pre-Bid Conference/Site Inspection will be held on Tuesday, September 9, 2008 at 10:00 a.m. at the Buildings & Grounds Department, 1901 W. Harrison Street, Room LL280, Chicago, Illinois 60612.

Attendance at the Pre-Bid Conference and Site Inspection are mandatory in order for a bid to be considered. All Bidders are required to attend the pre-bid conference and site inspection to familiarize themselves with the locations, the operation conditions and the conditions, which may be encountered in performing the Contract. Computerized Preventive Maintenance and Repair logs shall be made available for on-site review by appointment following the pre-bid conference. Each Bidder must send a representative who is regularly employed by the Bidder. Subcontractors may not serve as Bidder representatives at the proposer conference and site inspection. No additional allowances will be granted because of lack of knowledge of Hospital service conditions.

Please be advised that proof of attendance at the previous site inspection held on Tuesday, August 5, 2008 will fulfill the site inspection requirements of this contract.

SC-08 CLEAN-UP

Contractor shall remove all crates, boxes and other debris brought in by the Contractor or created by the Contractor.

SC-09 PREVAILING WAGE

Prevailing wage rates shall comply with Section 2 of the "Prevailing Wage Act - Illinois Revised Statutes, Chapter 48, and Paragraph 395-1 et. seq." The most current scale of prevailing wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work. For a list of the - currently available prevailing wages, see page SC-11/12.

SC-10 BILLING

Billing shall be submitted monthly. Each monthly invoice shall be broken down showing all of the individual charges and rates as identified in the Bid/Proposal Pages. Each monthly bill shall separately indicate the current invoice amount, all amounts previously paid, and the amounts previously billed for which payment has not been received. Each monthly invoice must also include all Contractor generated work tickets requesting authorization to perform Services as required under the Specifications portion of these Contract Documents, accompanied by the signed numbered work orders which authorize the work set forth on the relevant work ticket.

Contractor shall not be entitled to invoice the County for work or materials which have not actually been provided. The amount of the award of all or any parts of this Contract shall represent a maximum amount which shall be payable to Contractor absent an amendment approved by the Board and shall not represent any guaranteed payment level.

SPECIAL CONDITIONSSC-11 SERVICE HOURS/TIMELINESS OF REPAIR SERVICES/EMERGENCY SERVICES

The Hospital campus operates on a 24 hour, 365-day basis. Contractor shall schedule Contractor Personnel to provide Services at the times most convenient to the Hospital's operations. Most Services shall be provided on a scheduled basis which shall mean that they are scheduled at least 72 hours in advance. Scheduled Services shall not occur on the following holidays, with the exception of emergency services: New Year's Day, Memorial Day (Observed), Independence Day, Labor Day, Thanksgiving Day and Christmas Day. While scheduled Services shall normally occur Monday through Friday, 8:00 a.m. to 4:30 p.m., the County may require that Contractor assign Contractor Personnel to provide scheduled Services at any time and on any date excluding the aforementioned holidays. No additional charges shall be paid because Contractor Personnel are scheduled to provide Services during evening, night or weekend hours or, with respect to Part I Services, because they are required on an emergency basis.

Contractor shall maintain a sufficient complement of Contractor Personnel to permit Services to be provided at straight time rates regardless of when they are performed. Overtime rates shall apply only to Contractor Personnel who are (1) providing Part II Services; (2) are required to work longer than eight hours in a day or 40 hours in a week to complete a task; and (3) overtime has been approved in writing and in advance by the Chief Engineer. The amount payable by the County for approved overtime shall not exceed one and one-half times the applicable rate set forth on the Proposal Pages for Part II unless, by union contract, a higher amount is payable and the County has approved overtime under such circumstances in advance.

Repairs which are necessary to the operation of the Hospital or to units of the Hospital shall be provided on an emergency basis which shall be available on a 24-hour, 7-day a week basis. Contractor shall be on site and providing emergency services within two (2) hours after becoming aware of or after being notified of the need for Emergency Services by the Hospital, whichever is earlier. No additional amounts will be payable by the County for standby time or travel time.

The Contractor shall obtain the parts needed for repairs via the fastest available delivery arrangement, including but not limited to air freight, as part of the amounts bid for Part I Services.

SPECIAL CONDITIONSSC-12 CONTRACTOR PERSONNELA. General

All Contractor Personnel shall be employed by the Contractor who shall ensure that all Services provided by Contractor Personnel conform to the terms of this Contract.

Contractor shall provide the John H. Stroger, Jr. Hospital of Cook County Human Resources Department with the following documentation regarding Contractor Personnel prior to their assignment to provide Services:

1. Copy of current criminal background check;
2. Documentation that the individual has undergone a current physical examination and has satisfied all of the Bureau's health and immunization requirement for provider staff including immunization for Hepatitis B;
3. Documentation of current physical exam;
4. Current IDNS or other state-issued license or registration appropriate to the assignment under this Contract including CFC cards where required;
5. Contractor certification that the individual has not been excluded or otherwise restricted from providing services reimbursable under Medicaid, Medicare or other federally funded program or insurance plan;
6. Contractor certification that the individual has successfully completed training on Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements; and
7. Any other documentation reasonably required by the Hospital.

B. Other Qualifications

Contractor Personnel must possess the specific qualifications set forth in these Special Conditions with respect to the category of Services they are assigned to provide. Contractor Personnel must possess satisfactory communication and interpersonal skills. All Contractor Personnel must act in accordance with generally accepted standards of professional practice applicable to their respective disciplines and must follow all applicable directives, rules, regulations, policies, procedures and protocols of the County and Hospital.

SPECIAL CONDITIONSSC-12 CONTRACTOR PERSONNEL (CON'T.)C. Professional Sanctions

Contractor will not assign any individual to provide Services who is the subject of a proceeding or complaint which, if decided adversely to the individual, could result in a restriction or revocation of licensure or certification. Contractor must inform the John H. Stroger, Jr. Hospital of Cook County in writing with respect to any pending litigation or professional disciplinary actions against Contractor Personnel prior to assigning such individuals to provide Services. Contractor shall immediately notify the Bureau in writing in the event Contractor becomes aware of such matters after any assignment had commenced.

D. Facility Orientation

Contractor shall contact the Human Resources Department at each Bureau facility in order to arrange for facility orientation of Contractor Personnel to provide Services at that Bureau facility. Orientation shall include, but not be limited to, safety training, infection control procedures and Buildings and Grounds departmental procedures.

E. Continuing Education

Contractor must provide documentation that all Contractor Personnel receive four hours of continuing education credits per year as approved by the licensing or certifying body applicable to the specific trade or service or equivalent.

F. Continuity of Contractor Personnel Assignments

Unless otherwise requested by the County, Contractor will use reasonable efforts to assign the same Contractor Personnel to provide services at the same County facility and units on a consistent and regular basis. If the County requests any particular individual to perform services, Contractor agrees to use reasonable efforts to comply with such request. Hospital shall have the right to require the removal or non-assignment of any Contractor Personnel who, in the Hospital's reasonable judgment, do not perform the Services in a quality and efficient manner or for other cause. In this event, Contractor shall promptly replace the removed personnel.

SPECIAL CONDITIONSSC-12 CONTRACTOR PERSONNEL (CON'T.)G. Special Personnel Requirements

Contractor shall provide the following personnel as part of this Contract:

1. Contractor Service Manager. The contractor(s) who are awarded this Contract shall incorporate the expenses associated with the following personnel into their charges as set forth on the Proposal Pages. The Contractor who is awarded Parts I and II of this Contract shall be responsible for providing a manager to coordinate the work provided under Parts I and II. The Contractor who is awarded Part IV of this Contract must also provide a manager to coordinate Part IV services. In the event the same Contractor is awarded Parts I, II and IV, this manager may be the same individual. In the event Part III is awarded to a different contractor than the contractor for Parts I and II, the contract manager for Parts I and II shall coordinate the acquisition of materials set forth on Part III with the awarded Part III Contractor. Except as approved by the Chief Engineer and during Emergency Service calls, Contractor's manager(s) or a working supervisor who reports to the Contract manager shall be on site at all times during the performance of Services and shall coordinate the work which shall be provided in a timely, high quality and efficient manner. The Contract Manager(s) shall have at least five (5) years experience managing refrigeration and HVAC maintenance services in a Hospital setting and shall be subject to the approval of the Hospital. The Contract Manager(s) shall be working manager(s) and whenever time permits, shall provide Services in addition to his or her management responsibilities.
2. County Quality Assurance Manager. The Proposal Pages for Part I of this Contract contain an annual allocation of up to the amount of \$100,000 for the retention of a County Quality Assurance Manager who shall be retained by the Contractor with no markup; i.e., the County shall only be charged the actual salary and benefit costs incurred by the Contractor attributable to this position. The County Quality Assurance Manager shall be a mechanical engineer licensed in Illinois, or possess comparable qualifications approved by the Chief Engineer. This individual shall report confidentially and directly to the Chief Engineer and not to the Contractor. County shall approve the retention of this individual and shall approve the terms of his or her contract or employment with Contractor. The tasks performed by this individual shall include inspections of work performed by all Contractors who have been awarded parts I through IV of this Contract and other Refrigeration and HVAC related tasks as required by the County.

SPECIAL CONDITIONS**SC-13 WORK ORDERS; COMPUTERIZED INFORMATION**

The Hospital utilizes a computerized work order system. The Contractor shall utilize this system to record information regarding the Services provided under this Contract, including the hours during which Services were provided, the scope of specific Services and the Contractor Personnel who provided the Services.

Contractor shall request authorization to provide services by submitting a work ticket to the Chief Engineer, who shall issue and sign a work order, which shall constitute authorization to proceed with the work described. All work tickets requesting authorization to provide services and all work orders shall include the unique equipment identification number for the equipment receiving Services.

The Contractor shall document all repair needs and shall submit a work ticket requesting a work order for all repairs. Contractor shall enter the relevant information into the computerized system as required by the Hospital. Work Orders for repairs shall clearly indicate whether the repairs are Part I Services, Part II Services or Part IV Services. All requests for work orders for Part II Services shall document the reason the repairs are not within the scope of Part I Services; i.e., the Equipment requires repairs which are due to damage caused by employee damage or caused by unusual environmental conditions or the Equipment requiring repair is not listed on Attachments 1, 2 and 3.

The contractor shall return all completed work orders to the Hospital. Monthly billing will not be paid unless the Preventive Maintenance work orders are current (i.e., the preventive maintenance services for which payment is sought have been performed).

SC-14 DEFINITIONS

For purposes of these Contract Documents, the following terms shall have the meanings set forth below:

EQUIPMENT shall refer to the Refrigeration, Heating, Ventilation and Air Conditioning Equipment to be maintained and repaired pursuant to this Contract and shall also include any related or peripheral parts or components comprising the Refrigeration and HVAC Utility Systems in use on the Stroger Hospital Campus.

MATERIALS shall refer to all parts, components and supplies required to perform repair services under this Contract.

REFRIGERATOR shall refer to Cabinets designed for the refrigerated storage of food or other perishables at temperature above 32 degrees Fahrenheit and several may include a compartment for the freezing and storage of ice and for short term storage of food or other perishables at temperatures below 32 degrees Fahrenheit.

REFRIGERATOR/FREEZER shall refer to Cabinets consisting of two or more compartments, at least one compartment designed for the refrigerated storage of foods or other perishables at temperatures above 32 degrees Fahrenheit, and at least one compartment designed for the refrigerated storage of foods or other perishables at temperatures below 8 degrees Fahrenheit.

SPECIAL CONDITIONSSC-15 MISCELLANEOUSA. COMPLIANCE WITH CLEAN AIR ACT

Contractor must work in accordance with the Clean Air Act. The Contractor will not vent refrigerants into the atmosphere and must have equipment necessary to recover/recycle or have refrigerants recycled. It is the Contractor's responsibility to be aware of current laws and regulations governing the use and handling of refrigerants.

B. CERTIFICATIONS

Contractor shall provide the annual or other certifications of maintenance and repair for the inventory of equipment identified in this Contract required by the regulatory agencies for healthcare facilities. The Contractor shall prepare an analysis of the certification requirements within thirty (30) days of the notice of award of the contract. The contractor shall review all applicable regulatory requirements to prepare this analysis. The regulatory requirements reviewed shall include the most current approval standards of IDPH, JCAHO, IEPA, OSHA, NFPA, ASHRAE, CAP and the City of Chicago.

C. ACCESS TO OCCUPIED AREAS

Contractor Personnel shall at all times wear the Hospital issued I.D. badge. Access to occupied areas of the Hospital shall at all times be prearranged through the Buildings and Grounds staff. The Contractor shall prepare and submit a work schedule with a three (3) month look ahead. This schedule shall be submitted and approved by the Chief Engineer prior to the start of work. The first three-month schedule shall be submitted within 30 days after award of the Contract.

D. TRAINING

Contractor personnel working at the Hospital shall participate in the Hospital annual Infection Control, Safety and New Employee orientation. Training shall be completed by all contractor's staff prior to the issuance of identification badges which contractor staff must wear and display at all times when on the Hospital campus. In addition, the contractor's staff shall be trained by the contractor's own foreman on the Hospital Construction Safety guidelines policy and whatever additional policies and procedures the Hospital may decide.

E. CALL BACK

If call back service for re-performance of work is required due to negligence or part failure within the warranty period, no additional charges will be charged to the County.

F. WARRANTY

All replacement parts shall have not less than a one (1) year warranty, and labor on replacement parts shall have a sixty (60) day warranty.

G. EQUIPMENT PERFORMANCE STANDARDS

Services shall be performed in a manner which ensures that Equipment is maintained in accordance with the following performance standards:

(1) TEMPERATURE

Refrigerators shall be capable of maintaining a maximum average temperature of 38 degrees Fahrenheit in the general food storage compartment in an ambient room temperature of 90 degrees Fahrenheit.

SPECIAL CONDITIONS

SC-15 MISCELLANEOUS (con't.)

G. EQUIPMENT PERFORMANCE STANDARDS (con't.)

Refrigerator/Freezers shall be capable of maintaining a maximum average temperature of 38 degrees Fahrenheit (3C) in the general refrigerator compartment in an ambient room temperature of 90 degrees Fahrenheit (32.2C). The food bank walk-in for the Cook Chill System must maintain a temperature of 28 to 30 degrees Fahrenheit.

Temperature measurements shall be in accordance with American National Standard Institute B 38.1.

(2) ENERGY EFFICIENCY

Part I Services shall be performed in a manner which ensures that Equipment is maintained in accordance with the following energy efficiency standards:

All units shall meet or exceed the following energy efficiencies:

REFRIGERATORS 3.8 ft./Kilo-Watt Hour/Cycle

REFRIGERATORS/FREEZERS 3.8 ft./Kilo-Watt Hour/Cycle

FREEZERS 7.4 ft./Kilo-Watt/Cycle

SC-16 CONTRACTOR QUALIFICATIONS

A. MINIMUM EXPERIENCE. Bidder must have at least five (5) years experience providing refrigeration and HVAC maintenance repair services in a Hospital setting.

B. REFERENCES. Bidder shall provide WITH THE BID at least three (3) references from current and former clients (provided that Contractor has former clients). References shall include contact names, titles, and telephone numbers. Bidder agrees that County may contact references and obtain all information regarding bidder's performance of services for other entities and releases both the individuals and the entities they represent from all liability for providing information to the County regarding bidder's performance of services.

C. INFORMATION REGARDING TERMINATED CONTRACTS. Bidder must indicate IN THE BID whether it has had any contracts terminated short of the full contract term during the past five (5) years and shall provide a complete explanation as to the reason for any such termination.

SC-17 PERFORMANCE AND PAYMENT BOND

Contractor must furnish a Performance and Payment Bond in the amount of \$100,000.00, unless a Contractor is awarded less than all four parts of the Contract. If a Contractor is awarded less than the four parts of the Contract, the Contractor must furnish a Performance and Payment Bond in the amounts of \$75,000.00 for the Part Numbers 1 & 2, \$25,000.00 for Part Number 4, and No Bond for Part Number 3. Contractor shall provide a Bond only for the sections of the Contract he is awarded.

Reference the Performance and Payment Bond requirements set forth in the Instructions to Bidder and applicable to this Contract.



Anchor Mechanical Inc.

215 S.. Aberdeen
Chicago, IL. 60607

RE: References for Cook County Stroger Hospital

(a) **Contract Number and Project Title;** Contract No. 05-53-614, Cook County John H. Stroger Jr. Hospital: Maintenance, Operations and repairs throughout Hospital Campus

(b) **Name of contracting activity;** Facility Maintenance and Repair

(c) **Administrative contract officers;** Pat Nolan 312-864-1473

(d) **Contracting officer:** Kevin Kenzinger 312-296-5603

(e) **Contract type:** Combination of firm fixed price and time and material cost plus

(f) **Period of Performance:** 11-16-05 thru 11-08

(g) **Basic Contract award and final value:** Based on Time & Materials

(h) **Summary of contract work;** Furnish Facility Management of all Refrigeration Equipment, Fire/Smoke Dampers, Power House Steam Boilers, provide Stationary Operating Engineers and Service Pipe Fitters for Maintenance and Repairs of HVAC Equipment for (5) five different facility buildings located on the campus of John Stroger Jr. Hospital of Cook County.

Base Maintenance Services Reference-Cook County Stroger Hospital Contract 08-53-233



Anchor Mechanical Inc.
215 S. Aberdeen
Chicago, IL. 60607

RE: References for Cook County Stroger Hospital

(a) **Contract Number and Project Title;** Contract No. 1022, Evanston Northwestern Healthcare Hospitals: Evanston Hospital, Glenbrook Hospital & Highland Park Hospital

(b) **Name of contracting activity;** Facility Maintenance and Repair

(c) **Administrative contract officers;** Pat Burke 847-570-2653

(d) **Contracting officer;** Kevin Kenzinger 312-296-5603

(e) **Contract type;** Combination of firm fixed price and time and material cost plus

(f) **Period of Performance;** 3-1-05 thru 3-1-09

(g) **Basic Contract award and final value;** Based on Time & Materials

(h) **Summary of contract work;** This contract carries (3) three Hospitals with (3) three different locations. Anchor Mechanical Inc. provides services for Operation Engineering, Maintenance, Repairs and preventative maintenance on a variety of Big Chiller Machines and also Absorber machines, refrigeration machines, fire dampers, air handling units, packaged chiller machines, walk in coolers, freezers, etc....

Base Maintenance Services Reference-Cook County Stroger Hospital Contract 08-53-233



Anchor Mechanical Inc.
215 S Aberdeen
Chicago, IL. 60607

RE: References for Cook County Stroger Hospital

- (a) **Contract Number and Project Title;** Contract No. 2045 Complete Building Maintenance Through out Northern Trust Properties in the Chicago Land Location Including all Trades needed to complete maintenance and repairs.
- (b) **Name of contracting activity;** Facility Operations & Maintenance
- (c) **Administrative contract officers;** Sam Ricchio 312-444-4452
- (d) **Contracting officer:** Mike Rosner 312-492-6994
- (e) **Contract type:** Time and material cost plus
- (f) **Period of Performance:** 1-1-99 thru Present
- (g) **Basic Contract award and final value:** Time and material cost plus
- (h) **Summary of contract work;** Furnish Operations, HVAC Maintenance and Repairs, repairs for all trades including but not limited too... Operating Engineers, Laborers Pipe Fitters, Electricians, Plumbers, Carpenters, Sheet metal workers, etc...

References: Cook County Stroger Hospital Contract 08-53-233

SPECIAL CONDITIONS

SC-18 BID DEPOSIT

Each bid shall be accompanied by a bid deposit in the amount of one percent (1%) of the Bid, payable to the order of the Board of Commissioners, County of Cook. Bid Bonds will be accepted in lieu of a check provided the Surety Company is rated as defined in the Instructions to Bidders, Section IB-04, Bid Deposit.

DOHN & ASSOCIATES
4811 EMERSON AVE. SUITE 102
PALATINE, IL 60067-7416
(847)303-6800
(847)303-6963

BID BOND RESULTS

ANCHOR MECHANICAL, INC.
215 S. ABERDEEN
CHICAGO, IL 60607

You have received a bid bond for the project described below. The Surety Company needs the results of this bid before issuance of further bonds. If you do not know the result, other than your own bid amount, please indicate this when returning it. Thank you for your cooperation.

BOND NO.: ANC091808

AMOUNT: \$ 7,000,000.00

BID DATE: 9/18/2008

OBLIGEE: COOK COUNTY BOARD OF COMMISSIONERS

DESCRIPTION OF PROJECT:

MAINTENANCE AND REPAIR, REFRIGERATION AND VENTILATION EQUIPMENT UTILITIES FOR
JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY CONTRACT NO. 08-53-233

PLEASE FILL IN FIRM NAME AND BID PRICES OF THREE LOWEST BIDDERS:

FIRM: _____ AMOUNT: \$ _____

FIRM: _____ AMOUNT: \$ _____

FIRM: _____ AMOUNT: \$ _____

IF YOUR BID IS NOT LISTED ABOVE-WHAT IS YOUR BID PRICE? \$ _____

COMMENTS: _____

Bid Document No. 08-53-233 Rebid

BID DEPOSIT FORM

AS REQUIRED BY INSTRUCTIONS TO BIDDERS/AND IN
CONJUNCTION WITH THE BID HEREWITH SUBMITTED

(THIS FORM MUST BE SUBMITTED WITH THE BID)

TO: County of Cook

BID FOR: _____

BID DOCUMENT NUMBER: _____ BID OPENING DATE: _____

We deposit (subject to all conditions of said proposal) the
following described deposit check:

() Cashier's Check () Bank Draft () Other _____

Drawn on: _____ of: _____
BANK CITY STATE

Draft or Check Number: _____ Dated: _____

Amount: \$ _____

Submitted by: _____
BIDDER'S NAME

STREET ADDRESS

CITY STATE ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

1. () HELD _____ DATE: _____
2. () MAILED _____ DATE: _____
3. () DELIVERED TO: _____ DATE: _____
4. () BOND SUBSTITUTED: _____ DATE: _____
5. () BOND MAILED TO: _____ DATE: _____

SURETY'S STATEMENT
of
QUALIFICATION FOR BONDING

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

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

The undersigned confirms that Washington International Insurance Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for
the full amount of the bid/contract 08-53-233
(NUMBER)

to Anchor Mechanical, Inc.
(BIDDER)

The penalty of this bond is to be \$ 5,609,966.94
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY
CORPORATE
SEAL

WASHINGTON INTERNATIONAL INSURANCE COMPANY
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

Patsy Collazo
(ATTORNEY-IN FACT) Patsy Collazo

#02695

AMB #

#32778

NAIC #

SPECIAL CONDITIONS

Cook County Prevailing Wage for August 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNSHER		BLD		32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMM. ELECT.		BLD		35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.690
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD 1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT 1		47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 2		45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 3		40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 4		33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY 1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER		BLD		33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON		BLD		37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON		BLD		38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		E ALL 1		30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER		E ALL 2		30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER		E ALL 3		31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER		E ALL 4		31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER		W ALL 1		32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER		W ALL 2		32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER		W ALL 3		32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER		W ALL 4		33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

SPECIAL CONDITIONS

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

SPECIFICATIONS

PART I: REFRIGERATION AND VENTILATION MAINTENANCE AND REPAIR SERVICES FOR EQUIPMENT IDENTIFIED IN ATTACHMENTS 1 AND COUNTY QUALITY MANAGER SERVICES. (REFERENCE PROPOSAL PAGES PART I, ITEMS 1-6)

1. Scope of Part I Services

Part I Services shall be provided on a fixed monthly price basis, which fixed monthly price shall include all necessary labor, parts, materials and equipment to perform regular maintenance and repair of the refrigeration and ventilation systems and equipment on the Hospital campus (as specified in attachments 1 in proper working order.

For purposes of this Contract, "regular repair Services" shall refer to labor and materials required to repair the Equipment due to malfunctions or breakages caused by reasonably foreseeable usage at the Hospital. Contractor should assume that the Hospital will heavily use all Equipment in an operating environment which is substantially within the operating environment recommended by the manufacturer.

Part I Services shall be "turnkey" maintenance and repair services for the equipment listed in Attachments #1 of these specifications. The maintenance and repair of this equipment must meet all manufacturers' requirements as well as all regulatory requirements. The contractor shall review all pertinent Operating and Maintenance manuals to confirm maintenance requirements and shall incorporate these requirements in the maintenance and repair of this equipment. Hospital shall make all manuals in the Hospital operating and maintenance manual library available to Contractor. However, to the extent that needed manuals are not available at Hospital for any reason, Contractor shall be responsible for acquiring any missing operating and maintenance manuals required to properly maintain and repair equipment, which manuals shall become the property of Hospital.

2. Basic Minimum requirements.

Part I Services shall include, at minimum, the following:

A. Repairs and Replacements. Contractor shall provide repairs or replacements of parts which are necessary to keep equipment in proper operating condition. This includes but is not limited to:

- | | |
|--------------------------|--------------------------------|
| 1. Check Valves | 18. Starters |
| 2. Refrigerant | 19. Liquid Control Valves |
| 3. Vibration Eliminators | 20. Solenoid Valves |
| 4. Motors | 21. Thermostats |
| 5. Belts | 22. Water Valves |
| 6. Expansion Valves | 23. Limit Switches |
| 7. Transformers | 24. Time Clocks |
| 8. Capacitors | 25. Float Valves |
| 9. Compressors | 26. Pressure Regulators |
| 10. Driers | 27. Diaphragm Valves |
| 11. Sight Glasses | 28. Temperature Limit Controls |
| 12. Contactors | 29. Pulleys |
| 13. Pressure Control | 30. Expansion Valves |
| 14. Core Driers | 31. Liquid Control Valves |
| 15. Cores | 32. Dehydrators |
| 16. Pressure Valves | |
| 17. Relays | |

SPECIFICATIONS

- B. Compressors. Contractor shall provide all labor and materials required to either repair or replace hermetically sealed compressor or belt driven compressor, either covered by manufacturer's warranty or without warranty.
- C. Regularly Scheduled Maintenance and Inspections. Contractor shall provide regularly scheduled maintenance and inspection calls as needed (as required by operating manuals or based on Hospital's requests) and in any event, at a minimum of every 30 days. This shall include, but not be limited to, the performance of the following services as a part of scheduled preventive maintenance inspections, and as needed, and as described in operating manuals.
1. Complete lubrication of all moving parts.
 2. Check and adjust condensing units.
 3. Check and adjust all belts, replace if worn.
 4. Check all controls, recalibrate if necessary.
 5. Check electrical components of the equipment, measure voltage and amperage drawn from each unit.
 6. Check for refrigerant leaks; make repairs as needed and add refrigerant.
 7. Clean all motors, compressors, pumps, etc.
 8. Inspect equipment drains and condensate pans for clogging and rusting and recommend any needed action.
 9. Check compressor oil.
 10. Clean strainers.
 11. Clean air-cooled condensers.
 12. Morgue boxes - monthly inspection to include service report, in a format and with details acceptable to the Hospital.
 13. Provide monthly service, inspection and monthly service report, in a format and with details acceptable to the Hospital on the following equipment:
 - a. Equipment in the Blood Bank areas.
 - b. Ultra Low Refrigeration Equipment.
 - c. Cascade System Equipment.
 - d. Computer HVAC Equipment located in the Hektoen Building.
 - e. Computer HVAC Equipment serving the 2nd Floor Data Center in the Stroger Hospital building.
 14. Monthly inspections shall be performed on specialty equipment, such as blood bank refrigeration Equipment, Harris Cascade Refrigeration Systems, etc. Inspection forms are located in the blood bank and must be completed during inspections.

SPECIFICATIONS

15. Periodic inspections (bi-monthly) must be performed on the morgue type equipment located in the Hektoen and Stroger Hospital Buildings.
16. All inspections performed shall have a completed work ticket and work order showing work done and hours taken, and turned into the physical plant office or department designee. Work Orders and Work Tickets must include unique equipment identification numbers.
17. The contractor shall not be responsible for the cleaning of ducts and chimneys, or deliming and cleaning of water-cooling towers.
18. Monthly cleaning of evaporators for each unit includes a thorough hand cleaning of interior and exterior of unit housing, coil, motor, and fan blade. Contractor shall perform cleaning, checking and inspection services including, but not limited to:

a. Check Compressor Oil	f. Check and Clean Evaporators
b. Check Safety Devices	g. Inspect for Refrigerant Leaks
c. Adjust Controls	h. Clean Water Feeder
d. Clean Condensers	i. Furnish Quote for New Equipment
e. Inspect for Fuel Leaks	j. Take and Test Oil Samples
- D. Contractor shall provide all mechanical parts and materials required for proper Equipment operation as part of its pricing for Part I Services.
- E. All parts which are not mechanical such as handles and gaskets will not be included in Part I Services, but shall be provided as part of Part III Services.
- F. The Contractor is responsible to provide an emergency back-up system e.g. refrigeration trailer if the Dietary equipment cannot be immediately repaired so that products are not lost.
- G. All Contractor's technicians shall be fully trained and qualified to work on equipment at John H. Stroger, Jr. Hospital Campus of Cook County.

3. Shop Area and Parking

For Part I and II Services, the Contractor shall be provided an existing shop on campus of approximately 1,800 square feet in the basement of the 1900 (Administration) Building. Tools, workbenches, supplies and furniture are the responsibility of the contractor.

Parking for contractor vehicles is provided as available without charge between the new powerhouse and the new hospital building. Only contractor vehicles will be allowed to park. No private vehicle will be permitted to park in the area. Private vehicles may utilize the parking garage, if available, at posted charges.

4. Equipment Inventory

The inventory of ventilation and refrigeration equipment and systems included in Part I Services is identified in Attachment #1. As part of its Services, in cooperation with the Chief Engineer, Contractor shall identify the inventories as follows:

SPECIFICATIONS

Attachment #1 John H. Stroger Jr. Hospital of Cook County equipment inventory - includes Dietary refrigeration equipment, ventilation equipment and refrigeration equipment complex wide. All equipment requires the contractor to place missing bar codes that may be missing. The bar codes are to be supplied by vendor. The equipment I.D. numbers that are to be used will be generated by the Maximo system.

The inventory updates and tag installation shall be completed as part of the maintenance scope identified in Part I of the proposal, within 60 days of the award of the contract to assure proper documentation of the maintenance and repair for regulatory agencies. The contractor shall maintain an accurate inventory, replace missing tags and update the Maximo database during the term of the contract.

5. Changes in Equipment Inventory.

The Hospital may replace items of Equipment listed on attachments 1, 2 and 3 of this Contract. Upon installation of replacement equipment, the parties shall amend attachments 1 to include such replacement Equipment, which shall automatically become part of the scope of Part I Services at no additional cost to the County. Such amendment shall not require Board approval, but shall be approved in writing by the Chief Engineer and Contractor's on-site Manager.

If Equipment is deducted from the Hospital's inventory, such that the total quantity of any type of Equipment listed on Attachments 1, 2 and 3 is decreased, then the Annual Cost Breakdown for Part I Services set forth in the Proposal, shall be used to establish the amount by which the cost of Part I Services to the County will be reduced, on a pro-rata basis, for the remainder of the term of this Contract, or until such Equipment is otherwise replaced such that the total quantity set forth for such type of Equipment on either Attachments 1, 2 and 3 is re-established. Such amendment does not require Board approval, but shall be approved in writing by the Chief Engineer and Contractor's on-site Manager.

If Equipment is added to the Hospital's inventory, such that the total quantity of any type of Equipment listed on Attachment #1 is increased, then such additional Equipment shall become part of the scope of Part II Services.

6. Equipment Tagging, Barcoding and Data Entry

The Contractor shall be responsible, as part of the Part I Services, for completing the tagging of all equipment identified in attachments #1. The bar code tags shall match the existing tags. The tags shall be permanent in nature and include a bar code that can be read into the Maximo data system.

The contractor shall be responsible for the data entry of all information on the newly tagged equipment into the Maximo work order system and the Excel data charts to assure proper documentation of the maintenance and repairs for regulatory agencies. All tagging and data entry will be complete within 60 days of award of contract.

All contractor personnel will be responsible for utilizing the current Maximo system based bar code readers and downloading the information on a daily basis into the database. Data entry of the work completed by the contractor's forces shall be the responsibility of the contractor. As stated elsewhere in this specification, invoicing must be accompanied by work order reports and work tickets documenting work completion.

Contractor shall provide equipment tagging, barcoding and data entry services with respect to replacement equipment and additional equipment as part of the scope of services at no additional cost to the County.

SPECIFICATIONS**7. Maintenance Job Plans**

Part I Services include the preparation of individualized job plans for the maintenance of the equipment identified in attachments 1 to assure proper documentation of maintenance and repair for regulatory agencies. The contractor shall prepare a job plan for each piece of equipment identifying all maintenance and inspections required in accordance with manufacturer, federal, state and local regulatory requirements. The job plans shall indicate frequencies of inspection and maintenance (monthly, quarterly, semi-annual, annual).

The job plans shall be entered into the Maximo work order system by the contractor within the first 90 days of the contract period. Hospital staff will issue the contractor monthly work orders for maintenance and inspection based on the job plans. The contractor shall complete the work and return the completed work orders to Hospital staff for data entry.

The contractor shall work with Hospital staff to schedule the inspections and maintenance so as to evenly schedule the work over a year's period. The contractor shall submit a monthly work order completion report with each monthly billing. The monthly inspections and maintenance must be 100% complete to submit invoicing.

There are currently job plans for numerous pieces of equipment in the Maximo database. Available Operating and Maintenance Manuals are located in the Buildings and Grounds, and will be provided for the contractor's use in preparing the job plans.

8. Window Air Conditioner

Part I Services shall include the maintenance of the window air conditioners as identified in the inventory of existing equipment in Attachment #1. The maintenance of the equipment shall include all maintenance as prescribed by the manufacturer and include one annual power washing of the units as well as a change of filters in the spring (March) and summer (July) each year and the covering of each piece of equipment with heavy duty tarpaulin material before winter (October) also uncovering of the same for summer operation (march). If the window unit requires repairs and the unit is removed from service, it must be reinstalled, caulking or Plexiglas panels furnished and replaced to be sealed tight.

9. Fume Hoods

Attachment #1 includes various fume hoods located throughout the Hospital. Part I Services include the repair and maintenance of the hoods and requires the contractor to provide the certifications as required by regulatory agencies for the fume hoods. The contractor shall provide any calibration and adjustment to the phoenix valves that is required to obtain the certification.

10. Other Air Balancing Services

Contractor shall provide up to 900 hours of other Air Balancing Services (in addition to the laboratory air balancing services) for the 3-year period of the contract. These Services shall consist of the consultation of an Air Balancer (A.B.) licensed in the state of Illinois who shall review the maintenance and repair of the ventilation and refrigeration equipment. The cost of the Air Balancer's Services shall be invoiced as utilized.

Contractor shall provide all necessary equipment as part of the hourly cost for Air Balancing and shall prepare all reports necessary to document findings and recommendations.

SPECIFICATIONSPART II. - MAINTENANCE AND REPAIR OF EQUIPMENT NOT IDENTIFIED IN ATTACHMENTS 1
(Reference: Proposal Pages for Part II Services, Items 1-23)

1. Scope of Part II Services. The Hospital has provided an inventory of most of its Refrigeration and HVAC Equipment in Attachments 1. Part I Services include the labor and materials needed to perform repairs that are required due to reasonably anticipated wear and tear on the Equipment identified in Attachments 1, 2 and 3. Maintenance and Repair of this Equipment and of Equipment which replaces the Equipment set forth on these attachments is included in Part I Services.

During the three (3) year period of this contract, there may be additional equipment not identified on Attachments 1, 2 and 3 which is not replacement equipment and which will require maintenance and repair. Maintenance and Repair of this Equipment shall be provided as Part II Services. Part II Services shall be performed in accordance with the standards which are set forth with respect to Part I Services.

In addition, Part II Services may be required to repair the equipment identified in Attachments 1 where such repairs are due to causes other than reasonably anticipated wear and tear. Part II Services shall be provided on a labor and materials basis. Hourly rates for Part II Services shall be set forth in the proposal form for Part II. The County shall purchase materials from the successful Contractor for Part III, at the rates set forth on the Part III Proposal pages

2. Estimate Required to Provide Part II Services Which Exceed \$750.00 Contractor shall submit a detailed written estimate for any labor and materials for Part II repairs which, combined, will exceed \$750.00 and shall obtain the approval of the Chief Engineer prior to commencing these Services. The Chief Engineer may direct Contractor to revise these Estimates if, in his opinion, the estimate is too high. Once approved, Contractor shall adhere to the approved estimate. Contractor must request authorization from the Chief Engineer if additional hours are required due to unanticipated problems and shall thoroughly document the basis for any such requests. The Chief Engineer may require that additional approvals be obtained from him for all Services, in his discretion.

3. Cost of preparing Estimates. Contractor shall not charge the County for the cost of preparing Service estimates, including revised estimates.

4. Daily Time Tickets. Contractor shall submit daily time tickets to the Chief Engineer for each individual the Contractor assigns to perform Services. Each individual's time ticket shall include the name and job category of the individual providing Services, the specific tasks performed and materials utilized including the scope and location of the work, and the time spent performing each task. The Chief Engineer shall sign daily time tickets for all work. The signed daily time tickets and initial proposal shall be submitted with all invoices.

5. Limits on Amount of Repairs. The Contractor shall not provide Part II Services where the cost of these Services exceeds the amount awarded by the County for the performance of Part II Services. If, during the contract period, the maintenance and repair costs for Part II Services, exceeds this amount, the Hospital will request that the Purchasing Agent authorize an amendment of the Contract to re-allocate funds as between the Parts of this Contract, or shall request that the Board authorize additional funding for the Contract.

SPECIFICATIONS

6. Existing Window Air Conditioner Stock. The Hospital has a stock of existing air conditioners as identified in attachment #1. The contractor shall verify this stock with 30 days of award of contract and document in writing to the Hospital any discrepancies in the inventory. The scope of Part II Services shall include the installation of those units in locations as designated by the Hospital staff as part of scope of work in Part II Services. The scope of Part II Services shall include the cost for the removal and disposal of the existing air conditioner units per the rates set forth in the bid form.

7. Overtime. Overtime additives shall be bid separately as part of the Proposal pages for Part II Services. The total amount payable for approved overtime shall consist of the straight labor rates set forth on the Proposal pages, plus the overtime additive bid on the Proposal pages. Overtime applies only to Part II Services in appropriate circumstances, and shall only be payable if the Hospital's Chief Engineer or his designee has approved the overtime in advance and in writing.

SPECIFICATIONS

PART III: MATERIALS FOR MAINTENANCE AND REPAIR OF EQUIPMENT NOT IDENTIFIED IN ATTACHMENTS I (Reference: Proposal Pages for Part III, Items 1-43)

1. Scope. The Contractor awarded Part III of this Contract must provide all Materials required for the performance of Part II Services. (Materials required for Part I and Part IV Services are included in the amounts bid for Part I and Part IV Services.)

Contractor shall propose a charge for each of the items of Material set forth on the Proposal Pages for Part III, which charges shall represent the amount Contractor shall bill for the item, inclusive of the cost of delivering the item to the Hospital.

2. Authorization to provide Part III Materials. Contractor shall provide Part III Materials upon receipt of an order from the Contract Manager for Part I and II Services, who shall provide the information required in Paragraph 3, Delivery Tickets, below, when the order is placed.

3. Delivery Tickets. Each delivery of Materials shall be accompanied by a delivery ticket which shall reference the specific Materials being provided, the applicable item number(s) from the Part III proposal pages and the Work Order Number pursuant to which the Materials are being provided. Delivery Tickets must be signed by the Contract Manager for Part I and II Services to document receipt of these Items.

4. Timeliness of Delivery. Contractor shall deliver the Part III Materials ordered in an expeditious manner. This shall, in most instances, be on the same day the order is placed, but in no event be longer than 48 hours after an order is placed.

5. Limits on Amount of Materials to be Purchased. The Contractor shall keep a record of its charges for Part III materials. Unless the parties have amended this Contract, the Contractor shall not provide Part III Materials where the total charges for these Part III materials exceed the amount awarded for Part III. If, during the contract period, Part III Materials Costs exceed this amount, the Hospital will request that the Purchasing Agent authorize an amendment of the Contract to re-allocate funds as between the Parts of this Contract, or shall request that the Board authorize additional funding for the Contract.

SPECIFICATIONSPART IV: FIRE/SMOKE DAMPERS CLEANING, MAINTENANCE, INSPECTIONS, TESTING CERTIFICATIONS, REPAIR AND REPLACEMENT/INSTALLATION SERVICES (Reference: Proposal Pages for Part IV Services, Items 1-8)

1. Scope of Part IV Services. Part IV Services include the immediate cleaning, maintenance, inspections, testing, certifications as required by applicable law and regulatory agencies, and repair of all fire, smoke and fire/smoke dampers (hereinafter "fire/smoke dampers") listed in Attachment #1 and replacement/installation services of new dampers, access doors and other equipment as necessary so that the fire/smoke damper system is in conformance with all manufacturer's requirements, all applicable laws, codes, and the standards and requirements of any applicable regulatory agency. The fire/smoke damper system is located at the John H. Stroger, Jr. Hospital of Cook County. Part IV Services shall be performed immediately upon award of the Contract and shall be completed in their entirety prior to December 1, 2010. Contractor shall inspect all of the fire/smoke dampers and shall provide all appropriate Part IV Services and shall document its provision of all such Services (e.g., maintenance, repairs and testing). The inspection and testing shall be in full conformance with NFPA 90A 3-4.7. The scope of Part IV Services shall be turnkey, involving no Hospital staff in the work. Repair work shall be completed using the labor hours and materials listed in the proposal items, Part IV, Item Numbers 2A, 2B, 3, 4, 5, 6, 7, and 8.

2. Basis of Payment. As to Part IV, Item #1 of the Proposal Pages, the Contractor shall provide the cleaning, maintenance, inspections, testing and certifications of the fire/smoke damper system on a fixed price basis which fixed price shall include all necessary labor, parts, material and equipment to perform Part IV, Item #1 Services.

As to Part IV, Item #2 of the Proposal Pages, Contractor shall make all necessary repairs to the fire/smoke damper system on a time and materials basis as set forth in Part IV, Item #2 of the Proposal Pages.

As to Part IV, Items 3-8 of the Proposal Pages, replacements of existing access doors with new access doors or the installation of new access doors at new locations, as necessary, shall be provided on a per unit fixed price basis. The unit price shall include the cost of all labor, parts, materials (including the cost of the access doors) necessary to replace/install new access doors.

3. Completion of Services. Completion of all work under Part IV Services must occur on or before December 1, 2010, time being of the essence. Part IV Services, including the testing and closing of the fire dampers may involve interruptions to the Hospital's ventilation system. Accordingly, Part IV Services could impact the Hospital's operations and must be coordinated with the Hospital in a sequence that is approved by the Chief Engineer as satisfactory to the Hospital. Contractor is advised that work sequencing which must be compatible with the Hospital's operations may result in necessary variances in the amount and intensity of Part IV services provided at any given time.

A Work Schedule as required by SC-15, and additional revisions to the Work Schedule as necessary to coordinate with Hospital operations, shall be approved by the Chief Engineer. Notwithstanding the foregoing, in no event shall such approvals by the Chief Engineer relieve Contractor of its obligation to complete all Part IV Services no later than December 1, 2010.

SPECIFICATIONS

Contractor is advised to review SC-12 that provides that Contractor shall not be entitled to invoice the County for work or materials that have not been provided. For Part IV Services, monthly billing by the Contractor shall be based on the percentage of completion of Part IV Services. Accordingly, prior to submitting its first invoice, Contractor shall present a schedule, to be approved by the Chief Engineer, where each section or task of Part IV Services is categorized with specificity so as to enable billing to be based on the percentage of completion of each section/task. The Contractor must submit a schedule of values with each monthly invoice in order to be entitled to payment.

4. Basic Minimum Requirements for Cleaning, Maintenance, Inspections, Testing and Certifications for the Fire/Smoke Damper System (Reference Part IV, Item #1 of the Proposal Pages)

- A. Contractor's provision of cleaning, maintenance, inspections, testing and certifications of the fire/smoke damper system shall include at a minimum:
1. Detach fusible links of fire dampers, operate smoke dampers, manually operate damper, clean, lube and re-attach fusible link on next damper.
 2. Document the various steps of the inspection with digital photography.
 3. Identify where access doors should be installed because there is no existing access doors at damper locations. Identify needed repairs and replacements to the fire/smoke damper system.
 4. Identify location of all fire dampers in hospital by affixing permanent color-coded sticker with the Damper I.D. on ceiling, wall, etc., near damper. Color-coded sticker shall be approved by Hospital.
 5. Provide post project report (on CD) that will include certification of inspection, photographic documentation, master guide of damper location.
 6. Provide certification letter to hospital in a form acceptable to Hospital and regulatory agencies.
 7. Affix a bar code I.D. tag on each damper. The bar code I.D. shall be provided by the contractor and shall be consistent with Hospital bar code standard tagging. The contractor shall provide data entry staff to data enter the inventory information in Attachment #1 and any changes thereto into the hospital Maximo work order system.
 8. The contractor shall utilize eight (8) bar code readers to verify work completion. The bar code readers shall be model MC70, as manufactured by Symbol Technologies, Inc. of Holtville, New York. All readers shall include imager scanners and two (2) Ethernet 4-Slot Cradles. The bar code readers shall be returned to hospital staff weekly to document progress. Contractor shall provide staff to download data into the Hospital's work order system.

SPECIFICATIONS

9. The contract shall include correction of all Hospital as-built drawings to reflect accurate damper locations.
 10. The contractor shall provide and utilize a Fire/Smoke Damper maintenance, repair and Inspection Form containing at a minimum the following information provided on the form. Before the inspection form is utilized it shall be approved by Hospital staff, which staff may reasonably request additions or changes to the form. Each damper in the inventory shall be identified on the form.
 - a. Damper# (number per damper I.D.# listed on inventory in Attachment #1)
 - b. Status of I.D. bar code and color coded sticker on ceiling etc. installation
 - c. Specific damper location (room number, etc.)
 - d. Visual inspection (pass/fail)
 - e. Access panel status
 - f. Reason for failure of inspection/test
 - g. Repair status of damper
 11. Monthly billing shall include a monthly update of the inspection/testing of the damper.
 12. This contract also includes the code review of all the damper locations. The hospital will provide the contractor with accurate plans of all the smoke and fire partitions. The contractor shall determine from the code review if all of the dampers are provided by code and make a recommendation to the hospital to delete specific dampers from the inventory. To document the code review the contractor shall use the fire/smoke partition drawings and mark the location of all the dampers. The contractor shall provide a code analysis and indicate the applicable code requirements on the drawings with a coded symbol or letter. The contractor shall also advise the Hospital of any missing fire/smoke dampers.
5. Requirements for Repairs to the Fire/Smoke Damper System (Reference Part IV, Item #2 of the Proposal Pages)
- A. Contractor shall make necessary repairs to the fire/smoke damper system and shall provide the labor, parts and materials to make such repairs. Contractor's provision of such repairs shall include:
 1. Estimate Required to Provide Repairs to the Fire/Smoke Damper System Which Exceed \$750.00.

Contractor shall submit a detailed written estimate for any labor and materials for Part IV, Item #2 repairs, which, combined, will exceed \$750.00 and shall obtain the approval of the Chief Engineer prior to commencing these Services. The Chief Engineer may direct Contractor to revise these Estimate if, in his opinion, the estimate is too high. Once approved, Contractor shall adhere to the approved estimate. Contractor must request authorization from the Chief Engineer if additional hours are required due to unanticipated problems and shall thoroughly document the basis for any such requests. The Chief Engineer may require that additional approvals be obtained from him for all Services, in his discretion.

SPECIFICATIONS

2. Daily Time Tickets. Contractor shall submit daily time tickets to the Chief Engineer for each individual the Contractor assigns to perform Services. Each individual's time ticket shall include the name and job category of the individual providing Services, the specific tasks performed and materials utilized including the scope and location of the work, and the time spent performing each task. The Chief Engineer shall sign daily time tickets for all work. The signed daily time tickets and initial proposal shall be submitted with all invoicing.

3. Cost of preparing Estimates. Contractor shall not charge the County for the cost of preparing Service estimates, including revised estimates.

4. Invoicing. All invoicing shall, in addition to the requirements of SC-12, include damper I.D. #.

6. Requirements for Replacement/Installation and the Purchase of Access Doors For the Fire/Smoke Damper System (Reference Part IV, Items 3-8 of the Proposal Pages)

The Contractor shall purchase, and replace/install access doors as necessary. This includes the removal of old access doors and the installation of new access doors as well as the installation of new access doors at damper locations where there is no existing access. The purchase and replacement/installation by Contractor of access doors shall be on a per unit fixed price. Such per unit price includes the cost of labor, parts, and materials, including the cost of the new access door (all inclusive of the cost of delivery by the fastest method commercially available). Part IV, Items 3-8 of the Proposal Pages sets forth quantities of doors, however, each door shall only be purchased as necessary. Contractor shall obtain the approval of the Chief Engineer prior to commencing these Services.

7. Requirements for Repairs and for Replacements/ Installations (Reference Part IV, Items 2-8)

A. The following requirements apply to both repairs and replacements/installations and purchases (reference Part IV, Items 2-8 of the Proposal Pages):

1. Timeliness of Delivery. Contractor shall deliver the materials ordered in an expeditious manner. This shall, in most instances, be on the same day the order is placed, but in no event be longer than 48 hours after an order is placed.

2. Limit on Amount of Services. The Contractor shall not provide Part IV Services, Items 2-8 where the cost of these Services exceeds the amount awarded by the County for the performance of these Part IV Services. If, during the contract period, the costs for Part IV Services, Items 2-8, exceeds this amount, the Hospital will request that the Purchasing Agent authorized an amendment of the Contract to re-allocate funds as between the Parts of this Contract, or shall request that the Board authorize additional funding for the Contract.

MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION CERTIFICATION

This is to verify that I have, this date, attended the Mandatory Pre-Bid Conference and Site Inspection as required by the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

KEVIN KENZINGER
NAME (TYPED AND SIGNATURE)

Anchor Mechanical Inc.
COMPANY

SR. SALES REP.
OFFICIAL CAPACITY

492-6994 312
TELEPHONE NUMBER (Area Code)

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

INSPECTION CONFIRMED BY: John Reedy

DATE: SEPTEMBER 9, 2008

ATTACHMENT #1

JOHN H. STROGER JR. HOSPITAL OF COOK COUNTY EQUIPMENT INVENTORY

<u>Equipment Description</u>	<u>Quantity</u>
Air Curtain	4
Air Dryer	4
Air Handler Unit	89
Centrifuge	19
Chart Recorder	3
Chill Table	4
Chilled Water Pump	2
Chiller	7
Compressor	14
Condenser	4
Cook Chill Kettle 100G	1
Cook Chill Kettle 60G	1
Cook Tank Tumble Chiller	1
Cooling Tower	3
Damper -Gravity	1,200
Damper -Smoke Actuated	606
Food Bagger Machine	2
Food Cart	14
Freezer	41
Freezer -Ice Cream	1
Frozen Tissue Cutter	4
Ice Bank	1
Ice Machine	63
Ice Machine - Nurses Station	1
Oven	1
Panel Box	2
Pizza Station	1
Refrigerant Condensing Unit	3
Refrigerator	237
Refrigerator -24.8cu w/recorder	4
Refrigerator -6.5cu 1 Door Under Counter	133
Sandwich Table	2
Serving Tray	7
Soda Circulator	1
Soda Dispenser	3
Spot Cooler	4

ATTACHMENT #1

JOHN H. STROGER JR. HOSPITAL OF COOK COUNTY EQUIPMENT INVENTORY

<u>Equipment Description</u>	<u>Quantity</u>
Station Commander Perfect Temp	10
Station Commander Perfect Temp Rollout	11
Thawer	2
WAC UNIT	838
Walk In Cooler	10
Water Cooler	150
Water Cooler - near stairwell door	1
Water Pump	1
Yogurt Machine	2
<u>Total Maximo Equipment Inventory:</u>	<u>3,512</u>

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 08-53-233 REBID for MAINTENANCE AND REPAIR, REFRIGERATION, AND VENTILATION EQUIPMENT/UTILITIES for JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understands that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

PART I: HVAC MAINTENANCE & REPAIR

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	MONTH	36	REFRIGERATION MAINTENANCE & REPAIR AND TAGGING OF THE DIETARY INVENTORY, REFRIGERATION, AND VENTILATION EQUIPMENT, ATTACHMENT #1, AS PER SPECIFICATIONS HEREIN. \$ <u>97,733.00</u> /MO. \$ <u>3,518,388.00</u> /TOTAL
2.	HOUR	900	AIR BALANCER, AS PER SPECIFICATIONS HEREIN. \$ <u>90.70</u> /HR. \$ <u>81,630.00</u>
3.	YEAR	3	COUNTY QUALITY ASSURANCE MANAGER \$ <u>UP TO \$100,000 PER YEAR</u> \$ <u>UP TO \$300,000/TOTAL ALLOCATION</u>
TOTAL - PART I:			\$ <u>3,900,018.00</u>

36 x
97,733.00
3,518,388.00
900 x
90.70
81,630.00
100 x
300,000.00
3,900,018.00

PROPOSAL

PART II: HOURLY RATES FOR PART II SERVICES

	<u>LABOR HOURS</u>				
1. Window air conditioning units	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
2. Reach-In Refrigerator, Coolers	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
3. Reach-In Refrigerator, Freezers	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
4. Ice Machine	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
5. Ultra Low Refrigerator Equipment	300	\$	<u>70.00</u>	HR.	\$ <u>21,000</u> TOTAL
6. Spot Coolers	300	\$	<u>70.00</u>	HR.	\$ <u>21,000</u> TOTAL
7. HVAC Equipment-Package Unit Chillers	300	\$	<u>70.00</u>	HR.	\$ <u>21,000</u> TOTAL
8. HVAC Equipment - Air Conditioners	300	\$	<u>70.00</u>	HR.	\$ <u>21,000</u> TOTAL
9. Walk-In Refrigeration Morgue Coolers	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
10. Walk-In Refrigeration Morgue Freezers	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
11. Blood Bank Refrigeration	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
12. Water Coolers	300	\$	<u>70.00</u>	HR.	\$ <u>21,000</u> TOTAL
13. Journeyman Pipe Fitter	6,000	\$	<u>70.00</u>	HR.	\$ <u>420,000</u> TOTAL
14. Certified Welder	1,500	\$	<u>70.00</u>	HR.	\$ <u>105,000</u> TOTAL
15. Certified Medical Gas Pipefitter	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
16. Refrigerated Centrifuge	100	\$	<u>70.00</u>	HR.	\$ <u>7,000</u> TOTAL
17. Refrigerated Cryostat	100	\$	<u>70.00</u>	HR.	\$ <u>7,000</u> TOTAL
18. Refrigerated Incubators	300	\$	<u>70.00</u>	HR.	\$ <u>21,000</u> TOTAL
19. Journeyman Sheet Metal Tradesman	1,500	\$	<u>70.00</u>	HR.	\$ <u>105,000</u> TOTAL
20. Journeyman Pipe Cover (With Illinois ACM Abatement License)	1,500	\$	<u>70.00</u>	HR.	\$ <u>105,000</u> TOTAL
21. Repair, cleaning & recharging of window air conditioning units	600	\$	<u>70.00</u>	HR.	\$ <u>42,000</u> TOTAL
22. Removal & Disposal of existing window air conditioning units and installation of new units from existing Hospital stock	150	\$	<u>70.00</u>	HR.	\$ <u>10,500</u> TOTAL
23. ALLOCATION FOR APPROVED OVERTIME; HOURLY RATES PER APPLICABLE LAW OR AGREEMENT					\$ <u>120,000</u> /TOTAL ALLOCATION

TOTAL - PART II: \$ 1,383,500.00

PROPOSAL

PART III: PARTS, MATERIALS AND GASES

1. Items 2 - 43 seek proposed pricing for the items listed. These items may not be the only items required by the County. In this item 1, County seeks proposer's proposed markup for any additional items not listed in items 2- 43, which markup shall be the amount applied to the Contractor's actual cost of acquiring the item through the lowest available pricing.

The Contractor's responsibility for the cost of parts over three (3) year period of contract for items not covered in items #2-37 below shall not exceed \$150,000 plus Contractors mark-up.

$$\frac{\$150,000.00}{\text{CONTRACTOR'S ACTUAL COST}} + \frac{2\frac{1}{2}}{\text{CONTRACTOR'S MARK-UP}} \% = \$153,750.00 \text{ TOTAL}$$

Parts, materials and gases to be billed with part II Services at the unit prices per following list.

	<u>UNITS</u>				
2. Scraeder Valves	300	\$ <u>2.10</u>	EA.	\$ <u>630</u>	TOTAL
3. Tap A Line Valve	300	\$ <u>.98</u>	EA.	\$ <u>294</u>	TOTAL
4. Foam Seals for Window A/C	300	\$ <u>.10</u>	EA.	\$ <u>30</u>	TOTAL
5. Silicone Caulk	100	\$ <u>1.89</u>	EA.	\$ <u>189</u>	TOTAL
6. Plexiglas 1/8" - 1/2" Sheet	150	\$ <u>1.60</u>	EA.	\$ <u>240</u>	TOTAL
7. Window A/C Filters	1500	\$ <u>.58</u>	EA.	\$ <u>870</u>	TOTAL
8. Fire & Fume Retardant for Penetrations	300	\$ <u>1.20</u>	EA.	\$ <u>360</u>	TOTAL
9. Duct Tape - Roll	300	\$ <u>.45</u>	EA.	\$ <u>135</u>	TOTAL
10. Window A/C Power Cord	100	\$ <u>1.20</u>	EA.	\$ <u>120</u>	TOTAL
11. Window A/C Hard Start Kit	100	\$ <u>1.80</u>	EA.	\$ <u>180</u>	TOTAL
12. Silver Solder	300	\$ <u>.20</u>	EA.	\$ <u>60</u>	TOTAL
13. Silfos	300	\$ <u>.35</u>	EA.	\$ <u>105</u>	TOTAL
14. Zoom Oil	500	\$ <u>.62</u>	EA.	\$ <u>310</u>	TOTAL
15. Leak Detector	300	\$ <u>1.80</u>	EA.	\$ <u>540</u>	TOTAL
16. Ice Machine Cleaner/Gal.	300	\$ <u>2.02</u>	EA.	\$ <u>606</u>	TOTAL
17. Ice Machine Disinfectant/Gal.	300	\$ <u>2.02</u>	EA.	\$ <u>606</u>	TOTAL
18. Stainless Cleaner/Gal.	3100	\$ <u>1.05</u>	EA.	\$ <u>3,255</u>	TOTAL
19. Nubrite Coil Cleaner/Gal.	300	\$ <u>2.05</u>	EA.	\$ <u>750</u>	TOTAL
20. 3 GS Oil	300	\$ <u>1.08</u>	EA.	\$ <u>324</u>	TOTAL

PROPOSAL

PART IV: FIRE/SMOKE DAMPERS CLEANING, MAINTENANCE, INSPECTIONS, CERTIFICATIONS, REPAIR AND REPLACEMENT/INSTALLATION SERVICES

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	TESTING & MAINTENANCE OF FIRE/SMOKE DAMPERS, ATTACHMENT #1, AS PER SPECIFICATIONS HEREIN. \$ <u>15,000.00</u> /JOB \$ <u>15,000.00</u> /TOTAL
2A.	HOUR	500	HOURLY COST FOR REPAIR OF FIRE/SMOKE DAMPERS, FOR ALL REPAIRS, AS PER SPECIFICATIONS HEREIN. (Do not include overtime costs) \$ <u>45.00</u> /HR. \$ <u>22,500.00</u> /TOTAL

2B. In this item, County seeks proposer's proposed markup for materials for the provision of Part IV services, Item 2A, which markup shall be the amount applied to the Contractor's actual cost of acquiring the item through the lowest available pricing.

The Contractor's responsibility for the cost of materials and parts pursuant to this Item 2B shall not exceed \$20,000 plus Contractor's mark-up.

$$\frac{\$20,000.00}{\text{CONTRACTOR'S ACTUAL COST}} + \frac{2\frac{1}{2}}{\text{CONTRACTOR'S MARK-UP}} \% = \$ \underline{20,500.00} \text{ TOTAL}$$

3.	EACH	10	8" x 8" CAM LOCK DOOR, AS PER SPECIFICATIONS HEREIN. \$ <u>15.80</u> /UNIT \$ <u>158.00</u> /TOTAL
4.	EACH	10	12" x 12" CAM LOCK DOOR, AS PER SPECIFICATIONS HEREIN. \$ <u>20.00</u> /UNIT \$ <u>200.00</u> /TOTAL
5.	EACH	10	8" SHEET METAL DOOR, AS PER SPECIFICATIONS HEREIN. \$ <u>16.20</u> /UNIT \$ <u>162.00</u> /TOTAL

PROPOSAL

PART III: PARTS, MATERIALS AND GASES

21. Ice Machine bin Stat	100	\$ <u>3.20</u> EA.	\$ <u>320</u> TOTAL
22. Dispenser Door & Handle	100	\$ <u>3.02</u> EA.	\$ <u>302</u> TOTAL
23. Refrigerator Cold Control	100	\$ <u>9.90</u> EA.	\$ <u>990</u> TOTAL
24. MC Refill	300	\$ <u>2.00</u> EA.	\$ <u>600</u> TOTAL
25. B Tank Refill	300	\$ <u>2.10</u> EA.	\$ <u>630</u> TOTAL
26. CO2, per pound	250	\$ <u>1.08</u> EA.	\$ <u>270</u> TOTAL
27. R22, per pound	250	\$ <u>4.00</u> EA.	\$ <u>1,000</u> TOTAL
28. R500, per pound	100	\$ <u>2.00</u> EA.	\$ <u>200</u> TOTAL
29. R502, per pound	100	\$ <u>3.70</u> EA.	\$ <u>370</u> TOTAL
30. R134A, per pound	300	\$ <u>4.80</u> EA.	\$ <u>1,440</u> TOTAL
31. R404A, per pound	300	\$ <u>5.52</u> EA.	\$ <u>1,656</u> TOTAL
31. R409A, per pound	300	\$ <u>4.42</u> EA.	\$ <u>1,326</u> TOTAL
32. AZ50, per pound	300	\$ <u>1.52</u> EA.	\$ <u>456</u> TOTAL
33. 6.5 ft3 Under Counter Refriferators Harris Puffer Hubbard #1LR45A14	300	\$ <u>42.95</u> EA.	\$ <u>12,885</u> TOTAL
34. Counter Top Ice Machines Hoshizaki #DCM-270-BAH	100	\$ <u>220.00</u> EA.	\$ <u>22,000</u> TOTAL
35. ½" 316 Stainless Steel Pipe, feet	90	\$ <u>3.65</u> EA.	\$ <u>328.50</u> TOTAL
36. ¼" 316 Stainless Steel Pipe, feet	500	\$ <u>2.00</u> EA.	\$ <u>1,000</u> TOTAL
37. 1" 316 Stainless Steel Pipe, feet	500	\$ <u>3.00</u> EA.	\$ <u>1,500</u> TOTAL
38. Ultr-low door gaskets per model number On attachment one	18	\$ <u>2.08</u> EA.	\$ <u>37.44</u> TOTAL
39. WAC-unit with sleeves 8,000 BTUs	50	\$ <u>310.00</u> EA.	\$ <u>15,500</u> TOTAL
40. WAC-unit with sleeves 12,000 BTUs	50	\$ <u>350.00</u> EA.	\$ <u>17,500</u> TOTAL
41. WAC-unit with sleeves 16,000 BTUs	50	\$ <u>460.00</u> EA.	\$ <u>23,000</u> TOTAL
42. Ice machine tray & grills per model # on Attachment #1	100	\$ <u>6.00</u> EA.	\$ <u>600.00</u> TOTAL
43. Ice machine spots per model # on Attachment #1	100	\$ <u>1.02</u> EA.	\$ <u>102.00</u> TOTAL

TOTAL - PART III:

\$ 267,366.94

PROPOSAL

PART IV: FIRE/SMOKE DAMPERS CLEANING, MAINTENANCE, INSPECTIONS, CERTIFICATIONS, REPAIR AND REPLACEMENT/INSTALLATION SERVICES

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
6.	EACH	10	12" SHEET METAL DOOR, AS PER SPECIFICATIONS HEREIN.
			\$ <u>20.00</u> /UNIT
			\$ <u>200.00</u> /TOTAL
7.	EACH	10	8" ROUND SANDWICH DOOR, AS PER SPECIFICATIONS HEREIN.
			\$ <u>16.20</u> /UNIT
			\$ <u>162.00</u> /TOTAL
8.	EACH	10	12" ROUND SANDWICH DOOR, AS PER SPECIFICATIONS HEREIN.
			\$ <u>20.00</u> /UNIT
			\$ <u>200.00</u> /TOTAL
TOTAL - PART IV:			\$ <u>59,082.00</u>

TOTAL PART I: \$ 3,900,018.00
 TOTAL PART II: \$ 1,383,500.00
 TOTAL PART III: \$ 267,366.94 267,231.94
 TOTAL PART IV: \$ 59,082.00

GRAND TOTAL: \$ 5,609,966.94 5,609,831⁹⁴

SERVICE DATE: Upon Customer Request
 (NUMBER OF CALENDAR DAYS AFTER AWARD)

3-10-94
 1-3-94
 2-1-94
 3-1-94
 4-1-94

PROPOSAL

Refrigeration and Ventilation Equipment Maintenance Annual Cost Breakdown

NOTE: For hospital budgeting only and all annual costs must be included in the base bid sum. These unit costs will be used if equipment needs to be added or deducted from contract. This form must be completed for the Proposal/Bid to be considered complete.

<u>Manufacturer</u>	<u>Unit</u>	<u>Model #</u>	<u>Qty</u>	<u>Annual Cost</u>
CARRIER	WINDOW AIR CONDITIONERS	4-6000 BTU	1	500.00
CARRIER	WINDOW AIR CONDITIONERS	12000-16000 BTU	1	800.00
DATA AIRE INC	AC-12 AIR CONDITIONING UNIT	DAMC/1512	1	10,000
DATA AIRE INC	AC-12 AIR CONDITIONING UNIT	MME023C	1	12,000
ELKAY	WATER FOUNTAIN		1	2,355
GE APPLIANCE	18CU REFRIGERATOR / FREEZER UPRIGHT	LTS180BMALWW	1	3,358
GE APPLIANCE	COUNTER TOP REFRIGERATOR 1.9CU	GMR02AAMAWW	1	2,600
GENERAL ELECTRIC	REFRIGERATOR	GTR15BB	1	2,900
GENERAL ELECTRIC	REFRIGERATOR	GTS18DB	1	3,100
HALSEY TAYLOR	WATER FOUNTAIN		1	2,900
HARRIS MANUFACTURING CO.	CHEST FREEZER #1	DLT-7LS-90A31	1	16,315
HARRIS-REVCO	FREEZER, CHEST ULTRA-LO	QCX7150D17	1	41,378
HARRIS-PUFFER HUBBARD DIV	1 DOOR UNDER COUNTER REFRIGERATOR -6.5CU	ILR45A14	1	2,834
HARRIS-PUFFER HUBBARD DIV	3 DOOR REFRIGERATOR	LR475A18	1	12,361
HARRIS-PUFFER HUBBARD DIV	3 DOOR R/I	FC475A18	1	22,960
HARRIS-PUFFER HUBBARD DIV	UNDER COUNTER FREEZER 6.5CU	IUF-1805A	1	2,960
HARRIS-PUFFER HUBBARD DIV	1 DOOR UPRIGHT PHARMACY REFRIGERATOR	LR423A20	1	9,898
HARRIS-PUFFER HUBBARD DIV	REFRIGERATOR, EXPLOSION PROOF UPRIGHT	XLR416A14	1	6,999
HILL-ROM	REFRIGERATED DRYER #1	DM-1S	1	12,202
HOSHIZAKI AMERICA	ICE MACHINE	DCM-270-BAH	1	6,400
HOSHIZAKI AMERICA	ICE MACHINE	DCM-500-BAF	1	7,985
JEWETT	BLOOD BANK REFRIGERATOR 1 DOOR 5.4CU	CT1-B	1	6,551
JEWETT	PLASMA FREEZER	BPL-325SI-2B	1	20,900
JEWETT	BLOOD BANK REFRIGERATOR, REACH IN, 24.8CU W/RECORDER	BBR25SI-1B	1	18,508
JEWETT	2 DOOR REFRIGERATOR, R/I	J44045GD-18	1	9,363
JEWETT	REFRIGERATOR 2 DOOR	LR55-1B	1	14,500
KENMORE	REFRIGERATOR	2539368010	1	4,902
LIEBERT CORP	AIR HANDLING UNIT	FH740C-AGE I	1	33,900
LIEBERT CORP	AIR HANDLING UNIT	FH125A	1	38,900
LIEBERT CORP	AIR CONDITIONING UNIT	MMD40C3AHEDF	1	17,625
OASIS	WATER FOUNTAIN	PH8AM-D300	1	5,908
OASIS	WATER FOUNTAIN		1	6,820

PROPOSAL

Refrigeration and Ventilation Equipment Maintenance Annual Cost Breakdown

Manufacturer	Unit	Model #	Qty	Annual Cost
Sorvall	Floor Refrigerated Centrifuge	R3C+	1	39,565
Thermo IEC	Thermo IEC refrigerated centrifuge	CENTRACL3-R	1	9,830
Thermo Shandon	Frozen Tissue Cutter	77200187	1	7,752
Thermo-IEC	Refrigerated Centrifuge	GP8	1	12,909
Fisher Hamilton	Fume Hood	54L	1	16,200
Fisher Hamilton	Fume Hood	MB500	1	20,150
			1	

INDEX

ECONOMIC DISCLOSURE STATEMENT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	WBE/MBE UTILIZATION PLAN	EDS-1/2
2	LETTER OF INTENT (FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT) FORMAT SAMPLE	EDS-3/4
3	PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EDS-5/6
4	CONTRACTOR CERTIFICATIONS	EDS-7-13
5	ACKNOWLEDGEMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE	EDS-14/15
6	SOLE PROPRIETOR, SIGNATURE PAGE	EDS-16/17/18
7	PARTNERSHIP, SIGNATURE PAGE	EDS-19/20/21
8	CORPORATION, SIGNATURE PAGE	EDS-22/23/24
9	PROPOSAL ACCEPTANCE, COOK COUNTY	EDS-25

MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

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

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

1. Name of MBE/WBE: MZI GROUP, INC.
Address: 700 N. Green ST Chicago IL 60622
e-mail: _____
Contact Person: Art Miller Phone: 312-492-8740
Dollar Amount Participation: \$ 1,402,491.74
Percent Amount of Participation: _____ 25 %
*Letter of Intent attached? Yes No _____
2. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* **All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

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

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

1. Name of MBE/WBE: Fullerton Supply
Address: 1456 W. Fullerton Ave Chicago, IL. 60614
e-mail: _____
Contact Person: Lauren Bellegamba Phone: 773-525-3003
Dollar Amount Participation: \$ 560,966.69
Percent Amount of Participation: _____ 10 %
*Letter of Intent attached? Yes No _____
2. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT

(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Maint + Repair REFRIGERATION/Ventilation | 08-53-233 REBID
STROGER HOSPITAL

From: MZI GROUP, INC.
(MBE/WBE Firm)

To: ANCHOR MECHANICAL INC. and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Project Management</u>	<u>\$ 1,402,491.74</u>	<u>25 %</u>
2. _____	<u>\$ _____</u>	<u>_____ %</u>
3. _____	<u>\$ _____</u>	<u>_____ %</u>
4. _____	<u>\$ _____</u>	<u>_____ %</u>
	Total: <u>\$ 1,402,491.74</u>	<u>25 %</u>

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

Upon Penalty of perjury, I ARTHUR MILLER (print name)
the PRESIDENT (title) and duly authorized representative
of the MZI GROUP, INC. (MBE/WBE firm) affirm that

the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/
performed for the above indicated total dollar amount \$ 1,402,491.74 which represents the above indicated total
percentage 25 % for the contract amount \$ 5,609,966.94.

AM
(Signature of affiant)

9 / 17 / 08
(Date)

Subscribed and sworn to before me this 17 day of Sep, 2008.

Kevin M Roche
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I KEVIN KENZINGER (print name)

the SR. SALES Rep. (title) and duly authorized

representative of the Anchor Mechanical Inc. (Bidder Proposer firm)

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will

be supplies/performed for the above indicated total dollar amount \$ 1,402,491.⁷⁴ which represents the above

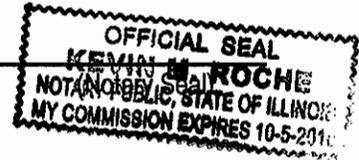
indicated total percentage 25 % for the contract amount \$ 5,609,966.94.

Kevin Kenzinger
(Signature of affiant)

9 / 17 / 08
(Date)

Subscribed and sworn to before me this 17 day of Sep, 2008.

Kevin M Roche
(Notary's Signature)





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 29, 2008

Arthur Miller, President
MZI Building Services, Inc.
700 North Green Street
Chicago, Illinois 60622

Annual Certificate Expires:
Vendor Number:

November 1, 2009
51900021

Dear Mr. Miller:

We are pleased to inform you that **MZI Building Services, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This MBE certification is valid until **November 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Construction and Project Management; Rehabilitation Services

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark J. Hands
Managing Deputy Procurement Officer

MJH/ds



COOK COUNTY LETTER OF INTENT

(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Maint. & Repair Refrigeration/ 08-53-233 Rebid

From: Fullerton Industrial Supply Ventilation Strager Hospital
(MBE/WBE Firm)

To: Anchor Mechanical and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

Description of Service/Supply/Project	Fee/Cost	
1. <u>Provide HVAC Supplies</u>	<u>\$ 560,996.69</u>	<u>10</u> %
2. _____	\$ _____	%
3. _____	\$ _____	%
4. _____	\$ _____	%
Total: \$ <u>560,996.69</u>		<u>10</u> %

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

Upon Penalty of perjury, I Lauren Bellagamba (print name)
the President (title) and duly authorized representative
of the Fullerton Industrial Supply (MBE/WBE firm) affirm that

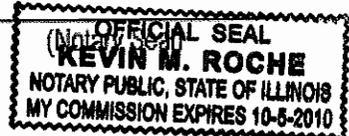
the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/ performed for the above indicated total dollar amount \$ 560,996.69 which represents the above indicated total percentage 10 % for the contract amount \$ 5,609,966.94

Lauren Bellagamba
(Signature of affiant)

09/17/08
(Date)

Subscribed and sworn to before me this 17 day of Sep, 2008

Kevin M. Roche
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Kevin Kenzinger (print name)

the Senior sales Rep. (title) and duly authorized

representative of the Anchor Mechanical (Bidder Proposer firm)

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will

be supplies/performed for the above indicated total dollar amount \$ 560,996.69 which represents the above

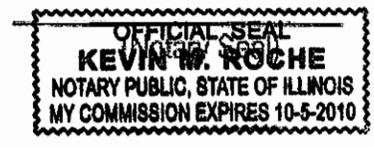
indicated total percentage 10 % for the contract amount \$ 5,609,966.94

Kevin Kenzinger
(Signature of affiant)

9/17/08
(Date)

Subscribed and sworn to before me this 17 day of Sep, 2008.

Kevin M Roche
(Notary's Signature)



June 19, 2008

Lauren Bellagamba, President
Fullerton Industrial Supply, Inc.
 1456 West Fullerton
 Chicago, Illinois 60614



City of Chicago
 Richard M. Daley, Mayor

Department of
 Procurement Services

Montel M. Gayles
 Chief Procurement Officer

City Hall, Room 403
 121 North LaSalle Street
 Chicago, Illinois 60602
 (312) 744-4900
 (312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Annual Certificate Expires: June 1, 2009
Vendor Number: 308470

Dear Ms. Bellagamba:

We are pleased to inform you that **Fullerton Industrial Supply, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** and **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **MBE/WBE** certification is valid until **June 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

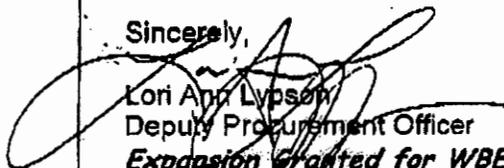
Distributor of Industrial Supplies and Equipment

(Including Janitorial Supplies, Plumbing Supplies, Electrical Supplies, Fasteners, Welding Supplies, Safety Supplies, Abrasives, Hand Tools, Power Tools, Pressing Tools, Utility Locating Equipment, Drain Cleaning & Diagnostic Equipment, Measuring Tools, Paint, Wire Rope Clips, Hooks, Shackles, Hardware Supplies, Filters, Poly Bags, Heating Ventilation and Air-Conditioning (HVAC) Supplies

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


 Lori Ann Lypton
 Deputy Procurement Officer
Expansion Granted for WBE
 LAL/cc

IL UCP HOST: City of Chicago



III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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

1. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____
*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

D. OTHER RELEVANT INFORMATION

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

CONTRACTOR CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti -Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any state, federal, local government or school district in the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a two-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default;
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

EDS-7

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

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

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

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

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

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

1.) Is bidder/proposer a "Local Business" as defined above?
Yes: ✓ No: _____

2.) How many persons are currently employed on a full-time basis by bidder/proposer? 150

3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?
Yes: ✓ No: _____

If yes, list such bidder/proposer business addresses:

215 South Aberdeen St.
Chicago, IL 60607

4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: _____ No: ✓

If yes, list such bidder/proposer business addresses:

n/a

(Attach Additional Sheets if Necessary)

5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? 150

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

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

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

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

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

N/A

If the letters, "NA", the word "None" or no response appears above, it will conclusively presumed that the Contracting Party certified to the above statements.

ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE
(SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Anchor Mechanical
Print or type name of Contracting Party

By: *MR*

Michael Rosner
Print or type name of person signing

President
Print or type title of person signing

9-17-08
Date

Signed and sworn to before me this 17 day of Sep, 2008

Kevin M Roche
Notary Public Signature

Commission Expires: 10-5-2010



EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-53-233 Rebid and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Anchor Mechanical
BUSINESS ADDRESS: 21580th Aberdeen St. Chicago, IL 60607
BUSINESS TELEPHONE: 312-992-6994 FAX NUMBER: 312-992-6996
CONTACT PERSON: Kevin Kenzinger
FEIN: 30-1248861 *IL CORPORATE FILE NUMBER: 6010-746-7

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
PERMANENT INDEX NUMBER(S):

17-17-217-007-0000

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Michael Resner VICE PRESIDENT: Michael Resner
SECRETARY: Michael Resner TREASURER: Michael Resner

***SIGNATURE OF PRESIDENT: X MK

ATTEST: X MK (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 17 day
of Sep, 2008. My commission expires: 10-5-2010

X Kevin M. Roche
Notary Public Signature



- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

PROPOSAL ACCEPTANCE
(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 08-53-233 RB.

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

TOTAL AMOUNT OF CONTRACT: \$ 5,609,831⁹⁴
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS _____ DAY

OF _____, 200_____.

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

 12-10-08

EDS-25

3.138