

Original

SOUTHWEST INDUSTRIES LLC.

BIDDER: *DBA ANDERSON ELEVATOR CO.*

CONTRACT FOR SERVICE

DOCUMENT NO. 11-53-135



**COUNTY-WIDE ELEVATOR MAINTENANCE & REPAIR
FOR
VARIOUS COOK COUNTY DEPARTMENTS**

**BIDS TO BE EXECUTED IN TRIPPLICATE
BID OPENING WILL BE ON FRIDAY, OCTOBER 21, 2011 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

**CONTACT: KEVIN CASEY, SPECIFICATIONS ENGINEER, AT 312-603-6830
EMAIL: kevin.casey@cookcountyil.gov**

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

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

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

08091

REQ# 12000160

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **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 Office of the Purchasing Agent, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

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

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

IB-09 COMPETENCY OF BIDDER

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

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

The 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.

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

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BID CONTRACTS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County 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 purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 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 twenty-nine (29) 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 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-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 COOPERATION WITH INSPECTOR GENERAL

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

GC-32 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-33 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-34 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-35 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

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

GC-36 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS**SC-01 SCOPE**

The Contractor shall be responsible for all labor and material required to maintain, repair and service vertical transportation equipment in accordance with manufacturer's specifications for various Cook County Departments, all in accordance with the Contract Documents, Specifications and Proposal herein.

A bidder's "Standard" contract is not acceptable as part of this contract by attachment, reference or otherwise. Only the requirements as specified herein are acceptable and shall be part of this contract. Modification to the terms and conditions specified herein will not be accepted.

SC-02 CONTRACT PERIOD

This is a requirement type contract effective for thirty-six (36) months after award by the Cook County Board of Commissioners and after proper execution of the contract documents.

SC-03 AWARD OF CONTRACT

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

The successful Contractor shall be issued separate purchase orders from each of the using departments.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

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

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

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

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

SPECIAL CONDITIONS

SC-05 MANDATORY PRE-BID CONFERENCE/SITE INSPECTION

The County will hold a mandatory Pre-Bid Conference and Site-Visit at 9:00 a.m. on Monday, September 26, 2011, at the Office of Facilities Management, 2245 W. Ogden Ave, 5th Floor, Chicago, Illinois . Representatives from the Purchasing Division and the Cook County Department of Facilities Management will comprise the panel to respond to any questions regarding the Maintenance, Repair, and Service of the Vertical Transportation Equipment, and Invitation to Bid procedures

Attendance at the Pre-Bid Conference and Site Inspections are mandatory in order for a bid to be considered. Failure to attend the mandatory Pre-Bid Conference and Site Inspections shall be cause for disqualification of the bid. No additional allowances will be granted because of lack of knowledge of such conditions.

All prospective bidders must pre-register for the mandatory Site Inspection for the Department of Corrections Complex by completing the attached Site Inspection Registration Form on page SC-19, and bringing it to the Mandatory Pre-Bid Conference on Monday, September 26, 2011. This form should be completed and a copy of the attendees Driver's License or State Identification Card is required. A maximum of three (3) representatives from each firm may attend.

<u>Date/Time</u>	<u>Facility</u>
Monday, September 26, 2011 After Pre-bid Site Inspection	Juvenile Detention Center 2245 W. Ogden Ave, 5 th Floor Chicago, Illinois
Monday, September 26, 2011 3:00 p.m. Site Inspection	Hawthorne Warehouse 4545 W. Cermak Chicago, Illinois
Tuesday, Sept. 27, 2011 8:00 a.m. Site Inspection	Stroger Hospital Campus 1901 W. Harrison Chicago, Illinois
Tuesday, Sept. 27, 2011 2:30 p.m. Site Inspection	Forensic Institute 2121 W. Harrison Chicago, Illinois
Wednesday Sept. 28, 2011 8:00 a.m. Site Inspection	2 nd District Courthouse 5600 W. Old Orchard Road Skokie, Illinois
Wednesday Sept. 28, 2011 10:00 a.m. Site Inspection	3 rd District Courthouse 2121 W. Euclid Rolling Meadows, Illinois
Wednesday Sept. 28, 2011 1:00 p.m. Site Inspection	4 th District Courthouse Harrison and 1 st Avenue Maywood, Illinois
Thursday, Sept. 29, 2011 8:00 a.m. Site Inspection	5 th District Courthouse 10220 S. 76 th Ave Bridgeview, Illinois
Thursday, Sept. 29, 2011 10:00 a.m. Site Inspection	6 th District Courthouse 16501 S. Kedzie Ave Markham, Illinois

SPECIAL CONDITIONS

SC-05 MANDATORY PRE-BID CONFERENCE/SITE INSPECTION (con't.)

<u>Date/Time</u>	<u>Facility</u>
Thursday, Sept. 29, 2011 12:00 p.m. Site Inspection	Oak Forest Hospital 15900 S. Cicero Ave Oak Forest, Illinois
Friday, Sept, 30, 2011 8:00 a.m. Site Inspection	Cook County Building 118 N. Clark Street Chicago, Illinois
Friday, Sept, 30, 2011 11:00 a.m. Site Inspection	Domestic Violence Courthouse 555 W. Harrison Chicago, Illinois
Friday, Sept, 30, 2011 1:00 p.m. Site Inspection	Provident Hospital 501 E. 51 st Street Chicago, Illinois
Monday, October 3, 2011 8:00 a.m. Site Inspection	Rockwell Warehouse 2323 S. Rockwell Chicago, Illinois
Monday, October 3, 2011 9:30 a.m. and Tuesday, October 4, 2011 8:00 a.m. Site Inspection *Main lobby by escalators	Criminal Courts Complex* and South Campus 2650 S. California Chicago, Illinois

SC-06 INQUIRIES

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 Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. on Wednesday, October 5, 2011. Inquiries will be answered by the close of business on Thursday, October 6, 2011.**

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

Maria de Lourdes Coss, CPPO
Cook County Purchasing Agent
c/o Kevin Casey, Specifications Engineer
118 N. Clark Street, Room 1018
Chicago, IL 60602

Or via email at kevin.casey@cookcountyil.gov

Contact Info for Specifications Engineer No. 53
Kevin Casey: 312 603-6830, kevin.casey@cookcountyil.gov

SPECIAL CONDITIONS

SC-07 BID DEPOSIT

In accordance with Section IB-04 of the Instructions to Bidders, a Bid Deposit in the amount of one percent (1%) of the total bid is required.

SC-08 PERFORMANCE BOND

The Contractor shall provide a Performance and Payment Bond in conformation with Instructions to Bidders, IB-14. The Bond required for this contract shall be equal to 100% of the anticipated contract cost for one year, and shall have a one-year term. The contractor shall renew the Bond on or before the Anniversary Date for each successive year of the contract. The "anticipated contract cost for one year" shall be calculated as one-third of the total bid amount. Annual renewal bonds shall fully comply with the requirements of IB-14 and shall be submitted to the Purchasing Agent. Failure to furnish bond renewal on or before the anniversary dates as herein required shall constitute default by the Contractor.

SC-09 PREVAILING WAGES

Prevailing wage rates shall comply with Section 2 of the "Prevailing Wage Act-Illinois Revised Statutes Chapter 48, Paragraph 395-1 et.seq." The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work. For a list of the currently available prevailing wages, see Pages SC-18 and SC-19.

SC-10 PERMITS

The Contractor shall assume all responsibility and expense for obtaining any and all permits, fee or non-fee, and shall pay all taxes required in complying with City, Local, County and State laws, codes or ordinances. This shall be in effect on this contract and labor requirement between the contractor and the County of Cook.

SC-11 DEFINITIONS

- A. Regular working hours: (excluding nationally observed holidays)
 - 1. Stroger Hospital Complex: Monday through Friday 7:00 a.m. to 3:30 p.m.
 - One (1) Mechanic: Monday through Friday 7:00 a.m. to 3:30 p.m.
 - One (1) Apprentice: Monday through Friday 7:00 a.m. to 3:30 p.m.
 - 2. Criminal Courts Complex:
 - Two (2) Mechanics: Monday through Friday 7:00 a.m. to 3:30 p.m. and
 - One (1) Mechanic: Monday through Friday 9:00 a.m. to 5:30 p.m.
 - One (1) Apprentice: Monday through Friday 9:00 a.m. to 5:30 p.m.
 - 3. All Other Facilities: Monday through Friday 8:00 a.m. to 4:30 p.m.
- B. Overtime Hours: Anytime before or after regular working hours above.
- C. Full Maintenance – Regular time callback (RTCB)
Call back during regular working hours at no additional cost
- D. Full Maintenance – Overtime call back (OTCB)
Call back before or after regular working hours at no additional cost.
- E. Overtime Maintenance – Any maintenance or additional testing that is required to be completed during overtime hours shall be completed at no extra cost.

SPECIAL CONDITIONS**SC-12 SUBSTITUTIONS**

In the event of material substitutions, where permitted, properly identified samples must be available to the Cook County Elevator Coordinator or his designee upon request. In addition, it is fully understood that the Cook County Elevator Coordinator or his designee reserves the right to select the product(s), which in his determination would best serve the needs of the County of Cook.

SC-13 BIDDER REFERENCES

The bidder must provide three (3) references demonstrating experience servicing projects of similar size, scope and area of coverage to that of Cook County. Bidders providing multiple current contracts that will demonstrate their ability to provide Full Service Maintenance on more than 330 units, over the same coverage area, simultaneously is acceptable.

The contract award shall be contingent on bidder's service facility being suitable for the performance of all maintenance and repair functions. The Department of Facilities Management may conduct an inspection of the bidder's facility and report in writing the bidder's capacity in terms of equipment, personnel, and proximity if the service facility is found unacceptable. Contractor must have enough office personnel to receive & dispatch call backs provide service teams and mechanics where needed. Document all calls, service jobs, proposals, maintenance records, testing and inspection forms.

During the inspection, a review of required recordkeeping for one building maintained for at least one year will be conducted. The review will consist of annual pressure tests, safety tests, annual inspection forms and step/skirt indexing tests for escalators. Records of a five year Full Load Test and Fire Alarm Initiated Elevator Recall test if performed will be reviewed.

SC-14 EXCLUSIONS

The service provided by the Contractor does not include repair of damage resulting from catastrophes such as fire, flood, or any act of God.

SC-15 INSPECTION PROVISION

Ninety (90) days before the end of this contract, the County of Cook shall reserve the right to have any or all elevators listed in this contract inspected by a mutually agreed party. The third party shall inspect and document, by punch list, any deficiencies covered under this "Full Maintenance Program" as defined herein. Those items shall be corrected or replaced by the contractor at no cost to the County of Cook.

SC-16 GENERAL

- A. The County of Cook shall own the equipment covered.
- B. The Contractor shall have full and free access to the listed equipment on order to provide the contracted service within the time scheduled unless specific circumstances, as communicated to the Contractor by Cook County, restricts such access.
- C. The availability of the Contractor's service facilities for major repair shall be provided when mutually agreed upon that such service is necessary and or required.

SPECIAL CONDITIONS**SC-17 VANDALISM/MISUSE/ WORK THAT FALLS OUTSIDE THE WORK FOR THIS FULL MAINTENANCE PROGRAM**

Vandalism and/or abuse shall be defined as the "willful or malicious destruction or defacement of property or equipment." Misuse shall be defined as the "incorrect use of property or equipment." **In any case, vandalism, or misuse, DOES NOT include the normal occurrences of wear and tear that take place.**

If the Contractor's personnel believe that an elevator, escalator, lift, or dumbwaiter shutdown is the direct result of vandalism, misuse, or work that falls outside the work for this Full Maintenance Program, this damage must shown to and agreed upon in writing by the Elevator Coordinator, Chief Engineer or his designee prior to work proceeding. When agreed that the condition is the result of vandalism, abuse or misuse, written authorization shall be considered given on the contractor's time ticket clearly marked 'billable' before being signed by the County's representative. If the damage is extensive, requiring over four (4) hours of work or costly parts, a written proposal with breakdown of labor and material must be submitted to and approved by the County's Elevator Coordinator. Cook County **will not pay** for the service call or repairs if this procedure is not followed. At the DOC and Stroger campuses where a mechanic is on site during regular hours, there will be no extra billing for units running on arrival, or elevators keyed in wrong position.

These authorized repairs will be invoiced separately from maintenance invoices and submitted with the County's Form 29A. If a dispute arises as to the cause for the shutdown or damaged condition, the County's representative may authorize the contractor to proceed with the repairs in dispute. In such cases, a third party designated by Cook County will settle the dispute.

SC-18 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible and make every effort possible to maintain all elevators and escalators under this contract in order that no unit shall be in violation of the present code or changes to the code for the duration of this contract for the municipality that the given facility resides in. All Cook County facilities enforce A17.1, code and all supplements. In addition all hospital elevators must meet Illinois Department of Public Health (IDPH) accreditation requirements. The latest edition of the above including supplements in effect during the time of this contract shall be the code used in all cases.
- B. One (1) hour, maximum, callback service calls shall be supplied when notified of any emergency entrapment (passenger in jeopardy). Additionally (1) hour callback service shall be supplied, for shut down calls at John H. Stroger Hospital and the Criminal Courts Complex during normal working hours where a Mechanic is on site, unless otherwise directed by the County Elevator Coordinator. Failure to comply may be taken as just cause for cancellation of this contract by the County of Cook.
- C. Two (2) hour Callback repair services will be required for all hospital cars, including overtime callbacks.
- D. All other Callback repair services will typically be available within two (2) hours after request, subject to acts of God and circumstances beyond the contractor's control except as follows. The Contractor shall make every effort to service the equipment as quickly as possible.
- E. The Contractor's personnel, upon arrival for each service call to a Cook County location, shall check in with the supervisor at the site prior to the performance of any work. Subsequently, once the work is completed, a description of the work performed, materials used and the time spent to accomplish the work will be recorded on the appropriate form. This job sheet shall be signed and approved by the Cook County supervisor on site and be submitted concomitantly with the contractor invoice and County Form 29A to the appropriate using department. All contractor invoices shall be submitted at least in duplicate.

SPECIAL CONDITIONS**SC-18 CONTRACTOR RESPONSIBILITIES (con't.)**

- F. The Contractor is required to stock common "spare" parts for the equipment in advance as required for the maintenance and repair of the equipment. The Contractor shall indemnify and hold harmless the County of Cook from any and all liability that may arise from this requirement. The adoption of this provision is intended to expedite and improve the services of the contractor to perform under this contract and will be used only for this purpose. Such common spare parts are to be kept at County facilities in a centrally located machine room, in a code acceptable cabinet supplied by the Contractor and available for inspection by County upon request.
- G. All defective or questionable parts or materials unless specifically excluded shall be replaced at no extra cost. Replacement parts or materials shall be exactly the same manufacturer, model and part number as those removed, unless certification as to equal or better operating and functional parameters are furnished to the County of Cook, giving name, model and serial number of equipment parts. This will include updating and modification as necessary.
- H. The Contractor shall keep a preventive maintenance schedule in the machine room readily visible for inspection. The schedule shall indicate the preventive maintenance categories that the service personnel are to perform weekly, bi-weekly, monthly, quarterly, semi-annual and annual basis as per manufacturer specifications. There shall be areas for the service personnel to record that the work is performed and such record keeping requirements shall be so recorded. The monthly testing of the alarm bell, telephone, and Fire Service phases I and II, must be recorded on the maintenance log for each elevator. Keeping records of more than one elevator on one schedule is unacceptable. These Maintenance charts must be approved by the County's Elevator Coordinator and shall be turned over to the County, at the end of each contract year.
- I. The Contractor shall keep a separate callback and repair summary log for each unit serviced under this contract. This log shall be in a format approved by Cook County. The summary log shall be current at all times, and shall be maintained on site in the machine room for 24-hour availability and reference.
- J. The Contractor shall keep a separate Fire Service Log, approved by the County, readily visible in the machine room for each elevator. Additionally, the Annual Fire Alarm Initiated Elevator Recall shall also be recorded on this log.
- K. The Contractor shall keep an Oil log, approved by the County, readily visible in the machine room, for all Hydraulic elevators. The contractors' service personal shall record the date, amount of oil, and reason why it was added to the tank. Any oil loss unaccounted for must be reported to the county.
- L. The Contractor shall provide a written MCP (Maintenance Control Program) readily visible for all elevator personal in an approved centrally located Machine room in each building. The MCP shall be in place to maintain the equipment in compliance with the requirements of ASME A17.1a 2008 Section 8.6. This MCP must be approved by the Authority having jurisdiction, and/or the county Elevator Coordinator.
- M. The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish related to contractor's work and/or contractor's employees, and at the completion of work, he shall remove all his tools, surplus materials etc., and shall leave the premises and his work area in a clean and orderly manner. All scrap, rubble, debris, and defective parts or fixtures shall be removed from the building, and hauled off the site at the end of each working day. Cook County refuse containers will not be used for debris disposal.

SPECIAL CONDITIONS**SC-18 CONTRACTOR RESPONSIBILITIES (con't.)**

N. If the Contractor's employees are on strike, the Contractor shall subcontract the services provided, to a signatory elevator company, approved by the County. Failure to subcontract services within 3 days will result in default proceedings, and the contract will be awarded to the next bidder that is a signatory company.

SC-19 DELETIONS/ADDITIONS TO UNITS COVERED

Throughout the term of this contract, Cook County reserves the right to delete and or add vertical transportation equipment units to the units covered by this contract, due to modernization work, expired warranties or such other reason as deemed necessary by the County. In the event such action is taken, adjustments to the contract cost shall be made according to the pricing provided by the Contractor in Exhibit A, Unit Maintenance .

SC-20 PERSONNEL

The quality, experience and availability of personnel employed by the contractor are of extreme importance. The contractor will provide Cook County a list of all personnel to be used on this project and their designated assignment prior to contract award. Specifically required will be the designation of a Contractor's "single point of contact" for coordination of work and other responsibilities as described in these specifications. All Mechanics and Apprentices must be licensed by the State of Illinois as required. Furthermore, contractors must also have a City of Chicago business license, and elevator contractor license. Cook County reserves the right to require and accept or reject background security checks for the proposed personnel. Cook County may at any time, by written request, elect to remove any of the assigned personnel for cause. Within 30 days of notification, the County will then choose acceptable replacement personnel.

SC-21 CONTRACTOR REPRESENTATION AND WARRANTIES

Contractor represents and warrants the following:

- A. That the Contractor is financially solvent, experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated and shown in any papers submitted or referred to in connection with its Contract Proposal are true, and if the Contractor be a corporation, that it is authorized to perform this Contract.
- B. The Contractor has carefully examined and analyzed the provisions and requirements of this Contract and inspected the Site of the Work, that from its own investigations he has satisfied himself as the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to him for such examination, analysis, inspection, and investigation was adequate
- C. That the contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform it in strict accordance with such provisions and requirements.
- D. That the Contractor must be regularly engaged in the type of work specified in the Contract Documents and regularly employs or has readily available trade personnel experienced in the maintenance, repairs and/or replacement of elevators, wheelchair list equipment and dumbwaiters.

SPECIAL CONDITIONS**SC-22 PERFORMANCE PENALTY**

Cook County shall, as a minimum, withhold monthly maintenance payments until violations are corrected. Requirements of particular interest to Cook County include but are not limited to:

- A. Any hours spent on emergency repair work or hours spent on authorized extra charge work that takes the place of hours scheduled for preventive maintenance work, must be rescheduled and performed within thirty (30) days, such that the preventive maintenance hours are back on schedule within that thirty (30) day period.
- B. No unit covered in this specification shall be out of service for more than (2) days without the express knowledge and consent of Cook County's Elevator Program Coordinator.
- C. All repair work (work that takes longer than four (4) hours or requires a team of men) must be performed by a repair team and not be performed by assigned maintenance personnel.
- D. Maintenance logs and books shall be kept up to date at all times.
- E. Unauthorized repair work will not be paid.
- F. All equipment in this specification is bid as "Full Maintenance" regardless of its actual condition. Requests for additional funds or consideration of equipment down time will not be entertained.
- G. Time ticket not completed per Section S-02, Page S-3.

SC-23 LABOR RATE ESCALATOR

Labor rates are to be fixed and firm for the initial twelve (12) months term of the contract period. After the initial twelve (12) months of the contract the Contractor may request an increase to the labor rates based on the prevailing wage rate at the time of the escalation request. Beginning on the date after the initial twelve (12) months terms, and for each twelve (12) month anniversary thereafter, annual labor rate adjustments may be made after receipt of written request from the Contractor made no later than thirty (30) calendar days after the expiration of such twelve (12) month period. If contractor does not request a price adjustment within such thirty (30) calendar day period. Contractor will not be entitled to a price adjustment for the upcoming year.

The contractor will be required to furnish supporting documents to verify the new rates and the effective date of the change and to furnish a certified statement or affidavit which is to state information requested by the Procurement Agent to verify the rate change. Any labor rate adjustments will be made in the form of a contract modification signed by Cook County and the Contractor.

If approved by the Purchasing Agent, a properly executed contract modification must be signed by the Contractor and Cook County to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any services provided by the Contractor at the new labor rate, without a properly executed contract modification signed by the Purchasing Agent are made at the Contractor's risk. Consequently, in the event such modification is not executed by Cook County, the contractor releases the County from any liability whatsoever to pay for services rendered at the labor wage rate.

SPECIAL CONDITIONS**SC-24 BID ANALYSIS**

Bidders are required to fill in all spaces on the Exhibit A. The prices shown shall be Lump Sum, Not to Exceed values per elevator, per month, taking note of those units that require RTCB, OTM or OTCB as defined in SC-11.

Bidders are required to enter the Monthly Maintenance and Five Year Full Load Test Price for each unit, in the appropriate line item on the Proposal Pages. The bidders shall also include for repairs the hourly rate including fringes and profit, for a Mechanic, a Team and their material % markup as indicated.

SC-25 SECURITY REQUIREMENTS

Work performed within the limits of this project may be in secured areas of a facility. All of the Contractor's personnel doing work within the secured area will be required to undergo background checks and adhere to the Department of Corrections Code of conduct. For security requirements, see Exhibit B, pages EX-1 through EX-7. The County shall bear the cost of the background checks.

The Contractor and all subcontractors and their employees shall comply within all security regulations and procedures instituted by the Department of Correction. Failure to do so is immediate grounds for removal and denial of future access to the job site. Violators will be subject to arrest and prosecution for any violation of the applicable sections of the Illinois State penal code, and the rules and regulations of the Department of Corrections.

In the event the Contractor noncompliance with any Department of Corrections Regulations, the County will impose such sanctions as may be determined appropriate, including but not limited to withholding of payments due to the Contractor until compliances achieved, and/or cancellation, termination or suspension of the contract in whole or part.

Security requirements vary at each facility. It is the Contractor's responsibility to ensure proper identification of their employees as required by each facility.

The Contractor shall comply with the control program for tools, keys, supplies, materials, chemicals and equipment brought onto the Department of Corrections campus. The Contractor shall be responsible for the control of tools being secured by inmates. All tools not being used shall be kept under lock and key and checked into a secure area at the end of the working day. Missing or lost tools and keys are to be immediately recorded and reported to the Department of Corrections.

Contractor's employees shall be subject to inspection and searches by the Department of Corrections personnel. It is forbidden to give, contact, or speak with any inmate. It is forbidden to take any spices, beer, wine, liquors or smoking material into the jobsite at any time.

SPECIAL CONDITIONS**SC-26** **DEFAULT (Reference GC-10)**

Contractor shall be in default of this contract in the event of a material breach by Contractor of any term or condition of this Contract.

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

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

Upon default, the Contractor shall thereafter have ten (10) calendar days to remedy the default. Should the Contractor fail to remedy the default within such ten day period, the County may exercise its remedies pursuant to General Condition GC-11, County's Remedies. SC-27.

The County shall be in default of this Contract 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 breach has been given by the Contractor to the County, setting forth the nature of such breach.

SC-27 **COUNTY'S REMEDIES (Reference GC-11)**

Should the Contractor default and fail to remedy such default during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract, or Contractor's employment, provided, however, that County shall give the Contractor five (5) days prior written notice of its intention to terminate. Following notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the default or noncompliance that is the subject matter of the notice.

SPECIAL CONDITIONS

SC-28 SUBROGATION AND WAIVER AND INSURANCE REQUIREMENTS

SUBROGATION AND WAIVER

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

INSURANCE REQUIREMENTS

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

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

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

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

A. Coverage's

- (1) **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (a) Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease
- (b) Broad form all states coverage

SPECIAL CONDITIONS**SC-28 SUBROGATION AND WAIVER AND INSURANCE REQUIREMENTS (con't.)****(2) Commercial General Liability Insurance**

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

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

- (i) All premises and operations;
- (ii) Independent Contractor's Protection Liability;
- (iii) Broad Form Blanket Contractual Liability;
- (iv) Products/Completed Operations;
- (v) Employees included as additional insured;
- (vi) Broad Form Property Damage Liability;
- (vii) Cross Liability.
- (viii) General Aggregate Limit shall be specifically endorsed to provide that the General Aggregate Limit applies separately to this project

(3) Commercial Automobile Liability Insurance

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

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

(4) Umbrella/Excess Liability Insurance

In addition to the coverage's and limits specified above, Contractor and Sub Contractors of any tier shall secure and maintain a limit of liability no less than:

- (a) \$5,000,000 each occurrence for all liability
- (b) \$5,000,000 in the aggregate per policy year separately with respect to products and completed operations
- (c) The policy shall be endorsed to provide that the limit applies separately to this project.

SPECIAL CONDITIONS**SC-28 SUBROGATION AND WAIVER AND INSURANCE REQUIREMENTS (con't.)****B. Additional requirements**

- (1) **Additional Insured**
Cook County, its officials, employees and agents shall be named as additional insured's under the Commercial General Liability policy.
- (2) **Qualification of Insurers**
All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.
- (3) **Insurance Notices**
All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Department of Risk Management at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

SC-29 INDEMNIFICATION

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

SC-30 ADDITIONAL CONTRACTOR RESPONSIBILITY – FOR STROGER HOSPITAL AND OTHER CCHHS FACILITIES**A. CONTRACTOR PERSONAL**

1. All Contractor Personal shall be employed full time by the Contractor who shall ensure that all services provided by Contractor Personal conform to the terms of this contract
2. Contractor must perform criminal background checks, at Contractor's expense, of all employees of Contractor and any Subcontractors who will be present on hospital facilities. Contractor shall provide the Department of Human Resources of John H. Storer, JR. Hospital of Cook County with the following documentation regarding each proposed Contractor Personal, prior to his/her assignment to provide services at the hospital:

SPECIAL CONDITIONS

- a. Result of the criminal background check; specifically fingerprints issued by the State of Illinois police.
 - b. Documentation that the individual has undergone a current physical examination and has satisfied all health and immunization requirements of the Cook County Health and Hospital System (CCHHS) for service provider's staff, including immunization for Hepatitis B, Measles, Tuberculosis, Varicella, Influenza, and Mumps.
 - d. Current state-issued or city-issued license or registration appropriate to the assignment under this Contract where required including elevator mechanics and apprentice licenses, City of Chicago business license, and elevator contractor license.
 - e. 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; please reference <http://oig.hhs.gov/exclusions/index.asp> for more details.
 - f. Contractor certification that the individual has successfully completed training on Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements; and
 - g. Any other training and documentation reasonably required and provided by the Hospital.
3. Contractor shall contact the Department of Human Resources at each CCHHS facility in order to arrange for facility orientation of Contractor Personal to provide services at that CCHHS facility. Orientation shall include, but not be limited to, safety training, infection control procedures and buildings and grounds departmental procedures

B. WORK ORDERS; COMPUTERIZED SERVICE DOCUMENTATION

1. The Stroger Hospital utilizes a computerized (Maximo) 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 Personal who performed the services.
2. Contractor shall request authorization to provided services by submitting a work ticket to the hospital's designated personal, 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 the services.
3. The Contractor shall document all repair needs and shall submit a work ticket requesting a work order for all repairs. Work Orders for repairs shall clearly indicate whether the repairs are billable Services or non-billable. All request for work orders for Services shall document the reason the repairs are not within the scope of regular 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.

SPECIAL CONDITIONS

4. With reference to the use of Contractor's "Job Work Order/Daily Time Ticket" or similar forms, notwithstanding any provisions in SC-14 to the contrary, the signature of the Hospital's on-duty Powerhouse Engineer on such form will serve only to verify the on-site presence of the Contractor's technician(s) and shall not be construed as County's authorization for additional charges. Determination of whether a particular callout of an elevator technician after regular business hours is chargeable shall be in accordance with the provisions of the Contract. Any additional charges, which may be required and are allowable by the Contract, shall be enumerated clearly in writing on the 'Contractor's Job Work Order/Daily Time Ticket' form by the Contractor's service technician before commencing the repairs, outlining the reason(s) why the repairs are not within the scope of the regular services and which shall be approved by the signature of the on-duty Powerhouse Engineer after he or she has contacted and obtained the approval from the head of Buildings and Grounds of the facility, or his designee.
5. The contractor shall return documentation of 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).
6. The contractor will continue with the current Preventive Maintenance Program that is in place.

C. MATERIAL DATA SAFETY SHEET

1. As required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall provide with each delivery of materials, a Material Safety Data Sheet (MSDS) for each material so delivered.
2. Contractor shall submit Material Safety Data Sheets to the Hospital's Safety Department for record.

D. CERTIFICATIONS

Contractor shall provide the annual or other periodic 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 and applicable standards of The Joint Commission, IDPH, IEPA, NFPA, ASHRAE, CAP and the City of Chicago.

E. CONTINUITY OF CONTRACTOR'S PERSONAL ASSIGNMENTS

Unless otherwise requested by the County, Contractor will use reasonable efforts to assign the same Contractor Personal 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 the right to require the removal or non-assignment of any Contractor Personal who, in the Hospital's reasonable judgment, does not perform the services in a quality and efficient manner, or for other cause or causes. In this event, Contractor shall promptly replace the removed personnel.

SPECIAL CONDITIONS

Cook County Prevailing Wage for September 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN	ALL			31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD			44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD			28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	9.250	8.050	0.000	0.450
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD			35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD			39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510

SPECIAL CONDITIONS

Cook County Prevailing Wage for September 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
TILE MASON		BLD		40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	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		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

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)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

SPECIAL CONDITIONS

REGISTRATION FORM

Document No. 11-53-135

Company Name: SOUTHWEST INDUSTRIES, INC.
DBA ANDERSON ELEVATOR CO.

Company Address: 2801 S. 19TH AVE.

City, State, Zip BROADVIEW, ILLINOIS 60155

Company Phone Number: 708-345-9710

Attendee #1

Name: MICHAEL T. MULLEN

SSN: 

Attendee #2

Name: GREGORY GIBBS

SSN: 

Attendee #3

Name: LEONARDO GIULIARDO

SSN: 

Be sure to submit a legible copy of each attendee's Driver's License or State Identification Cards with a copy of this form.

All prospective bidders must pre-register for the mandatory Site Inspection for the Department of Corrections Complex by completing this Site Inspection Registration Form and bringing it to the Mandatory Pre-Bid Conference on Monday, September 26, 2011. This form should be completed and a copy of the attendees Driver's License or State Identification Card is required. A maximum of three (3) representatives from each firm may attend.

SPECIFICATIONS**S-01 SCOPE OF WORK**

The Work required in this Specification is for the maintenance, tests and repairs of the elevators, escalators, dumbwaiters and miscellaneous equipment listed within, at the various identified locations. All of the units listed herein have been serviced on a Full Maintenance Program (FMP) requiring constant preventive maintenance, repairs, calibrations, inspection and testing, so as to conform to and meet all current and effective City, County, State and Federal regulations, standards, specifications and codes. The foregoing being so, it is hereby agreed to by the contractor that all of the Vertical Transportation Equipment (VTE) listed herein is in good operating condition and all equipment is acceptable for a "FMP" as defined herein, for the prices as stated herein.

The Contractor shall maintain a complete, orderly and chronological file including drawings, parts lists, specifications and copies of all reports as required by these specifications. A record of all callbacks and repairs shall be kept by the contractor indicating any difficulty experienced and the corrective measures taken to eliminate these difficulties. This file shall be available for inspection, and a copy shall be forwarded to the Owner immediately upon request.

The Contractor shall be required to submit a callback list, via fax, to the County's Elevator Coordinator, for each facility, before noon every Monday during the term of this contract. The title of the list shall be "Cook County Weekly Report -- Elevator Callbacks" and shall include all calls during the week prior to the Monday of its transmission. The list shall contain the following information for each call:

- A. Date, time and location
- B. Requester's name and phone number
- C. Stated Problem
- D. Time mechanic dispatched
- E. Name of mechanic dispatched
- F. Time Ticket #

The Contractor shall at all times maintain the efficiency, safety and operating characteristics as originally designed and installed by the manufacturer(s) of the equipment, including acceleration, deceleration, contract speed with or without full load, floor to floor time, door opening and closing time, and leveling accuracy. The Owner's Representative shall conduct performance reviews every 6 months during the course of this contract to assure compliance on certain unspecified units. The contractor will correct deviations within 30 days of each review.

The Contractor shall own "state of the art" diagnostic tools needed to maintain, troubleshoot, test, and facilitate the performance of system evaluations. The contractor shall perform a preventative maintenance inspection at each building every 6 months during the term of this contract. The results, with comments, shall be presented in written report form to the Owner's Representative.

SPECIFICATIONS**S-01 SCOPE OF WORK (continued)**

The Contractor will be required to test the Fireman's Service system of each unit on a code compliance basis. The testing of Phase I and Phase II operation must be performed on a monthly basis. In conjunction, a complete Fire Alarm Initiated Elevator Recall test must be performed annually, where required. This Annual Recall test will be scheduled when the County performs the Annual Fire Alarm test for the building, usually on a designated non trade Holiday. Emergency Power Operation Annual Test will be scheduled when the County performs a Building Load Generator Test. These monthly and yearly tests shall be conducted on overtime at all hospitals, Juvenile Court Complex, County Building, Domestic Violence Court House, Criminal Courts Building and Criminal Courts Administration Building. These tests shall be conducted in the scheduled presence of an Owner's Representative and/or local authority Elevator Inspector, and are considered maintenance items at no additional cost to the County.

The Contractor is required to conduct yearly and five year tests in accordance with A.S.M.E. A17.1 Code, Office of the State Fire Marshall, and the authority having inspection jurisdiction. Provide a certified written condition report to the County as further specified herein.

The Contractor will be required to complete work, as authorized by Cook County that falls outside the scope of work for this full maintenance program. This work may include, but is not limited to, emergency repairs, modernizations and upgrades to existing equipment. All such work shall be approved, in writing, by authorized Cook County personnel prior to work proceeding, and invoice separately and submitted along with the County Form 29A.

S-02 FULL MAINTENANCE PROGRAM

The Full Maintenance Program (FMP) for this Contract shall be defined as all of the following: Each unit identified in this contract shall receive at a minimum one (1) hour of preventive maintenance per month in addition to any and all repair work performed. The Contractor shall furnish and supply all labor, supervision, equipment, materials, parts and supplies to maintain, properly adjust and keep in safe operating condition as per manufacturers' specification, each individual unit described within this document. This is to include but not to be limited to:

- A. Scheduled service calls.
- B. Adjustments, repairs, and replacements.
- C. Lubricants and hydraulic fluids.
- D. Cleaning (including machine rooms, car tops and pits).

On a regular and systematic basis examine, and repair or replace when conditions warrant, various components, parts, sub-components, assemblies and subassemblies. This is to include but not to be limited to:

Machines, motors, generators, rotating elements, solid state motor drives, controllers, selectors, dispatchers, controller parts, solid state devices, hoist and governor cables, governors, safety devices, limit switches, hoistway switches, worms, gears, thrusts, bearings, brake shoes, brake magnets, brake coils, brake motors, brushes, windings, coils, commutators, rotating element contacts, resistors, transformers, door motors, door operators, magnet frames, interlocks, door closers, door contacts, alarm bells, phones, plungers, guide bearings, packing glands, casing gaskets, packing, piping systems, handrails, handrail drive chains, step assemblies, step treads and risers, comb plates, floor plates and tracks, external gearing, and drive chains. Properly lubricate all required components in accordance with the original manufacturer's recommended schedule with lubricant specifications compounded for the realistic traffic usage of each individual unit.

SPECIFICATIONS**S-02 FULL MAINTENANCE PROGRAM (continued)**

Maintain, repair and if conditions warrant replace electric after power sources, battery backup lowering systems, traveling cables, power relays, armatures, switches, position indicators, call buttons, enunciators, alarm systems, phone batteries, controller program backup batteries, control boards and circuits, fans, starter stations, fireman's service and call switches, selector drive tapes-wires-cables-switches, all mechanical and electrical drive components, door locks-switches-contacts, hoist way door hangers and tracks-rollers, door guides, control lamping, cab emergency power lighting, buffers, buttons, key switches and locks, lamp sockets, pump units, hydraulic valves and pump belts. Renew guide shoe gibs or guide rollers and adjust all wire ropes for equalization of tension to insure smooth and quiet operation.

The Contractor will install any inspection certificates required in the elevator cabs.

The Contractor shall maintain and repair all elevator-monitoring systems, including but not limited to monitors, keyboards, computer parts, and modems.

The Contractor shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and deceleration, as designed and installed by the original manufacturer and perform the necessary adjustments to maintain the original door opening and closing times.

The Contractor shall check the group dispatching systems and make the necessary tests and adjustments to insure that all time settings are properly set to provide the best possible overall service, subject to the limitations of the VTE.

The Contractor will be responsible for updating all wiring diagrams during the contract period. All altered wiring diagrams become the property of Cook County upon expiration of the Contract.

The Contractor shall be responsible for the general cleaning of the machine rooms, hoistways, car tops, door tracks and hangers, pits and trusses. Cleaning is to be done at intervals necessary to maintain an acceptable degree of cleanliness to the Owner's Representative at each location.

All work, including preventive maintenance, repairs, replacements, adjustments, cleaning and callbacks, shall be performed during regular working hours. For those units noted as OTCB on the Exhibit A, the Owner then requires 24-hour, 7 days per week call back service, for the stipulated price. For those units noted as OTM on the Exhibit A, the Owner then requires all preventive maintenance to be performed on overtime, for the stipulated price.

Upon arrival all service personnel must report to the Chief Engineer or his designee when at any of the facilities. Stopping at a Chief Engineer's office after the work has been done is not sufficient documentation of time on the job and becomes grounds for Owner cancellation of the Contract.

Upon completion of a day's service at any location, the Contractor's Personnel shall supply the Chief Engineer, or his designee, with a service ticket. The standard time ticket for maintenance, call backs, and service, must be 8.5" x 11" in size. The Contractor's personnel must sign the time ticket along with the Chief Engineer or his designee. All time tickets must provide the following information:

- A. Itemized detail list of tasks performed
- B. Area where work was performed including Building and Unit #.
- C. Time involved, stated in hours.
- D. Time arrived and time departed.

SPECIFICATIONS**S-02 FULL MAINTENANCE PROGRAM (continued)**

A minimum assignment of **three (3) full-time Elevator Mechanics and one (1) full-time Elevator Apprentice to the combination CRIMINAL COURTS COMPLEX AND SOUTH CAMPUS [also known as D.O.C.]and Rockwell Warehouse** is required of the contractor. One mechanic will be assigned as the mechanic-in-charge [or foreman; refer to IUEC Standard Agreement]. No less than two of the four employees shall be on site at all times for lunch break, during regular working hours. A minimum assignment of **one (1) full time Elevator Mechanic and one (1) full-time Elevator Apprentice to the combination John H. Stroger, Jr. Hospital Campus.**

The Contractor shall assign a minimum of **one (1) Full Time Service Team that shall work forty (40) per week on County elevators only and be readily available for emergency repairs** for all elevators in this contract. The Contractor shall provide more than one (1) Service Team simultaneously if multiple repairs across the County are needed. This Service Team shall be separate from the Escalator Maintenance Team, but may be used for escalator repairs and test. A tentative schedule of work for the week for the full time service team, shall be sent to the County's Elevator Coordinator, before noon every Monday.

The Contractor is required to conduct a yearly complete category 1 test on each elevator, of car and counterweight safeties, governor, and buffers, per code. Properly tag the governor and release carrier. Conduct a yearly category 1 pressure relief test on each hydraulic elevator. Pressure test the entire system, with the plunger on the stop ring. Properly tag and seal the valve.

A yearly leakage test shall be performed with no load for 15 minutes. The Contractor is required to conduct a complete category 5 test on each traction elevator every 5 years. Include governor trip speed, governor rope pull through and pull out. Test oil buffers, brake, and terminal stopping devices per code. Properly tag governor, release carrier, and buffers. If there is damage to equipment from the buffer tests, the Contractor shall submit a billable proposal to the County for repairs. An escalator step/skirt indexing test shall be performed on an annual basis, including a break torque test. A copy of the test form, graphs, and time ticket shall be given to the County. The Contractor's cost for providing the escalator test shall be included in the base bid. Perform all tests as required in accordance with A.S.M.E. A17.1 Code and provide a certified written condition report to the County, included as part of the full maintenance program. **The Contractor will be required to pay any fees for a State Licensed Inspector to witness the yearly pressure tests, escalator test, and safety tests. The Contractor shall submit a copy of the Inspector's invoice along with Contractor's invoice to Cook County for reimbursement.**

All escalator maintenance shall be performed by a team (2 men). This team shall provide a minimum of 1 hour of preventative maintenance per unit, each month. The following work shall be performed on a monthly basis.

Remove a minimum of three (3) steps from each escalator to inspect interior. Clean, oil and adjust all interior components. Repair or replace all damaged components.

All escalator maintenance at Cook County building, 118 N. Clark, must be performed on premium time after 6:00 pm, Monday thru Friday or Saturday after 2:00 pm, with cost to be included in base bid.

Ride escalator and perform a visual inspection ensuring that each escalator unit is operating properly. Inspect the unit for unusual noise or vibration. Inspect the unit for existence of safety hazards. Investigate and correct any irregular condition.

Apply appropriate lubricant to skirt panels.

SPECIFICATIONS**S-02 FULL MAINTENANCE PROGRAM (continued)**

Inspect entrance and egress floor plates to verify that they are properly fastened and free of obstacles and tripping hazards. Investigate and correct any irregular condition.

Inspect balustrades for broken or cracked glass; loose, uneven or improper attachment and proper fastenings. Investigate and correct any irregular condition.

Inspect each handrail for cuts, cracks, gouges, excessive wear and repair or replace. Mark handrail with chalk to verify a complete revolution has been inspected. Ride unit holding handrail to verify it moves smoothly and at substantially the same speed as the steps. Verify there is no vibration or jerky movement. Check and adjust handrail stall pressure. Investigate and correct any irregular condition.

Inspect all safety signage at entrance and egress and replace all damaged or missing signs.

Inspect all escalator lighting including entrance and egress demarcation lighting and pit lighting.

Replace any non-operational lighting.

Inspect all steps for proper tracking and cracked or chipped steps. Inspect all comb plates at entrance and egress ends. Verify all steps are level with minimal lateral movement. Verify step to skirt tolerances are in accordance with code requirements. Replace any broken step, step component or comb plate. Adjust to skirt clearances as necessary to meet code requirements.

Activate emergency stop buttons and key start switches. Investigate and correct any irregular condition.

Inspect and verify gearbox lubricant is adequate and replace or refill as necessary. Inspect and verify all lubrication points are receiving proper lubricant.

Keep handrails, steps and walk on plates clean and dry.

Inspect and verify proper operation of handrail inlet switches, skirt switches, missing step device and all other safety switches. Adjust or replace switches to assure proper operation.

Inspect and service brake on each escalator. Check and verify braking distance meets the requirements of ASME A17.1. Adjust or repair for proper operation.

Inspect all interior chains and belts including handrail drive chains, step chains and step chain tension device. Verify proper tensioning and lubrication of all chains. Replace worn or damaged chains.

Lubricate all operating equipment or parts in accordance with original equipment manufacturer's instructions.

Inspect controller electrical components for signs of arcing or overheating conditions. Check and tighten all wiring. Check disconnect switch and applicable grounding. Investigate and correct any irregular conditions.

Inspect all step tracks for proper operation and wear. Replace as necessary

Escalator step treads and risers, must be cleaned on a quarterly basis with a step tread cleaning machine. The maintenance logs shall reflect the performance of this specific work.

All escalator trusses, tracks, and components shall be thoroughly cleaned and inspected on an annual basis. All escalator safety circuits and switches shall be tested at the same time. The maintenance logs shall reflect the performance of this specific work.

SPECIFICATIONS**S-03 UNITS COVERED BY THIS SPECIFICATION**

The complete list of units included in this contract are listed in Exhibit A, Unit Maintenance.

ITEM NO. 1 FULL MAINTENANCE PROGRAM

The sum of the monthly rates for each year as indicated on the Exhibit A. The rates entered on these pages shall be for all work described in paragraphs S-01 Scope of Work, S-02 Full Maintenance Program and S-03 Units covered by this specification.

ITEM NO. 2 MECHANIC REGULAR TIME WAGES

Prevailing hourly wage rate including fringes, overhead and profit for a Elevator Mechanic. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by CookCounty.

ITEM NO. 3 TEAM REGULAR TIME WAGES

Prevailing hourly wage rate including fringes, overhead and profit for a Elevator Mechanic and an Elevator Apprentice. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by CookCounty.

ITEM NO. 4 MECHANIC OVERTIME WAGES

Prevailing hourly overtime wage rate including fringes, overhead and profit for a Elevator Mechanic. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by CookCounty.

ITEM NO. 5 TEAM OVERTIME TIME WAGES

Prevailing hourly overtime wage rate including fringes, overhead and profit for a Elevator Mechanic and an Elevator Apprentice. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by CookCounty.

ITEM NO. 6 FIVE YEAR FULL LOAD TEST

The cost of each of the five-year Category 5 rated-load, rated-speed safety test, test of governors and buffers, properly tag governor and release carrier as required in accordance with A.S.M.E. A17.1 Code and provide a certified written condition report to the County.

SPECIFICATIONS**ITEM NO. 7 PARTS PERCENTAGE MARKUP**

For all parts not required to be furnished and included in the cost for Full Maintenance Program as specified herein, such as parts damaged by vandalism, casualty or misuse. The Contractor shall invoice CookCounty for the cost paid plus a percentage mark-up for handling and profit. Copies of the manufacturer/supplier invoices shall accompany the Contractor's invoice to verify the costs of the parts used.

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

All parts and materials used shall be of the same design, quantity and quality as presently used on the equipment listed herein. All electrical components (switches, relays, etc.) shall be purchased from the original manufacturer of the equipment or supplier. The Elevator Coordinator shall first approve any change in design, quantity, or quality of the parts and materials in writing prior to purchase by Contractor.

The Contractor shall return all replaced parts to the Elevator Coordinator or his designated representative.

SITE INSPECTION

This is to verify that I have, this date, attended a 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.



NAME (SIGNATURE)



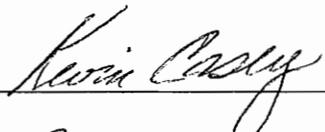
COMPANY



OFFICIAL CAPACITY

708-345-9710
TELEPHONE NUMBER (Area Code)

Juvenile Detention Center
2245 W. Ogden Ave, 5th Floor
Chicago, Illinois

INSPECTION CONFIRMED BY: 

DATE: 9-26-11

SITE INSPECTION

This is to verify that I have, this date, attended a Site Inspection as required by the above numbered contract.

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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.


NAME (SIGNATURE)


COMPANY


OFFICIAL CAPACITY

708-345-9710
TELEPHONE NUMBER (Area Code)

Hawthorne Warehouse
4545 W. Cermak
Chicago, Illinois

INSPECTION CONFIRMED BY: 

DATE: 9-26-11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.



NAME (SIGNATURE)

Anderson Elevator

COMPANY

Project Manager

OFFICIAL CAPACITY

708-345-9710

TELEPHONE NUMBER (Area Code)

Stroger Hospital Campus
1901 W. Harrison
Chicago, Illinois

INSPECTION CONFIRMED BY: *Kevin Casey*

DATE: *9-27-11*

SITE INSPECTION

This is to verify that I have, this date, attended a 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.


NAME (SIGNATURE)

Anderson Elwiter
COMPANY

Project Manager
OFFICIAL CAPACITY

708-345-9710
TELEPHONE NUMBER (Area Code)

Forensic Institute
2121 W. Harrison
Chicago, Illinois

INSPECTION CONFIRMED BY: *Kerri Casey*

DATE: *9-27-11*

les

CONTRACT NO. 11-53-135

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

Leslie G. ... Les G. GAN
NAME (SIGNATURE)

Anderson Elevator
COMPANY

Sales
OFFICIAL CAPACITY

708-345-9710
TELEPHONE NUMBER (Area Code)

2nd District Courthouse
5600 W. Old Orchard Road
Skokie, Illinois

INSPECTION CONFIRMED BY: Karin Casey

DATE: 9-28-11

Marty

CONTRACT NO. 11-53-135

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

Mart E Loop *Marty Loop*

NAME (SIGNATURE)

Anderson Elevator

COMPANY

Mechanic

OFFICIAL CAPACITY

708-345-9710

TELEPHONE NUMBER (Area Code)

3rd District Courthouse
2121 W. Euclid
Rolling Meadows, Illinois

INSPECTION CONFIRMED BY: *Kerri Casey*

DATE: *9-28-11*

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

Den Warner
NAME (SIGNATURE)

ANDERSON 1526170
COMPANY

PROJECT MANAGER
OFFICIAL CAPACITY

708-345-9710
TELEPHONE NUMBER (Area Code)

4th District Courthouse
Harrison and 1st Avenue
Maywood, Illinois

INSPECTION CONFIRMED BY: *Karin Casey*

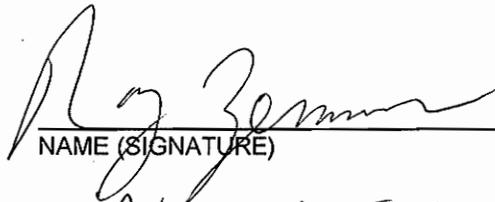
DATE: 9-28-11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.



 NAME (SIGNATURE)

ANDERS & ELEVATOR

 COMPANY

PROJECT SPT.

 OFFICIAL CAPACITY

708-345-9110

 TELEPHONE NUMBER (Area Code)

5th District Courthouse
 10220 S. 76th Ave
 Bridgeview, Illinois

INSPECTION CONFIRMED BY: 

DATE: 9-29-11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

R J Zeman
NAME (SIGNATURE)

ANDERSON ELEVATOR
COMPANY

PROJECT Supt.
OFFICIAL CAPACITY

708-345-9710
TELEPHONE NUMBER (Area Code)

6th District Courthouse
16501 S. Kedzie Ave
Markham, Illinois

INSPECTION CONFIRMED BY: *Kerri Casey*

DATE: 9-29-11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.



NAME (SIGNATURE)
ANDERSON ELEVATOR

COMPANY
PROJECT Supt.

OFFICIAL CAPACITY
708-345-9710

TELEPHONE NUMBER (Area Code)

Oak Forest Health Center
15900 S. Cicero Ave
Oak Forest, Illinois

INSPECTION CONFIRMED BY: 

DATE: 9-29-11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

Michael T. Mullen

MICHAEL T. MULLEN
NAME (SIGNATURE)

ANDERSON ELEVATOR
COMPANY

PROJECT MANAGER
OFFICIAL CAPACITY

708-345-9710
TELEPHONE NUMBER (Area Code)

Cook County Building
118 N. Clark Street
Chicago, Illinois

INSPECTION CONFIRMED BY: *Kevin Casey*

DATE: 9-30-11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

MICHAEL T. MULLEN

NAME (SIGNATURE)

ANDERSON ELEVATOR

COMPANY

PROJECT MANAGER

OFFICIAL CAPACITY

708-345-9710

TELEPHONE NUMBER (Area Code)

Domestic Violence Courthouse
555 W. Harrison
Chicago, Illinois

INSPECTION CONFIRMED BY:

Kevin Casey

DATE:

9-30-11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

K. RYAN *K Ryan*
NAME (SIGNATURE)

ANDERSON ELEVATION
COMPANY

SALES
OFFICIAL CAPACITY

708-417-2830
TELEPHONE NUMBER (Area Code)

Provident Hospital
501 E. 51st Street
Chicago, Illinois

INSPECTION CONFIRMED BY: *Kevin Casey*

DATE: 9.30.11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

[Handwritten Signature]
NAME (SIGNATURE)

ANDERSON ELEVATOR
COMPANY

SUPERVISOR
OFFICIAL CAPACITY

708 277 7137
TELEPHONE NUMBER (Area Code)

Rockwell Warehouse
2323 S. Rockwell
Chicago, Illinois

INSPECTION CONFIRMED BY: *[Handwritten Signature: Kevin Casey]*

DATE: 10.3.11

SITE INSPECTION

This is to verify that I have, this date, attended a 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.

[Handwritten Signature]
NAME (SIGNATURE)

ANDERSON ELEVATOR
COMPANY

Supervisor
OFFICIAL CAPACITY

708-277-2137
TELEPHONE NUMBER (Area Code)

Criminal Courts Complex*
and South Campus
2650 S. California
Chicago, Illinois

INSPECTION CONFIRMED BY: *Keri Casey*

DATE: 10-3-11

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 International Fidelity Insurance Company
and Everest Reinsurance Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook
for the full amount of the bid/contract 11-53-135
(NUMBER)

to Southwest Industries, Inc.
dba Anderson Elevator Company
(BIDDER)

The penalty of this bond is to be \$ 7,954,711.
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY International Fidelity Insurance Company
Everest Reinsurance Company
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

SEAL

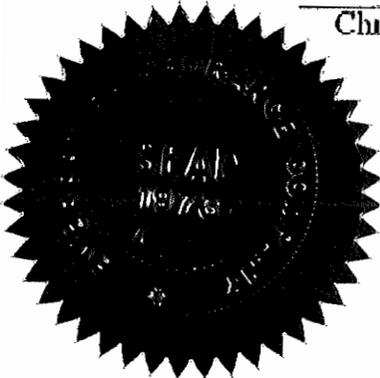
Christopher A. Borre
Christopher A. Borre (ATTORNEY-IN FACT)

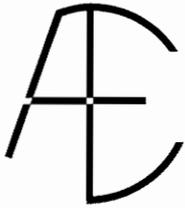
00520 for IFIC
03519 for Everest Re

11593 for IFIC
26921 for Everest Re

AMB #

NAIC #





ANDERSON ELEVATOR CO.

South West Industries, Inc.
2801 South 19th Avenue, Broadview, IL 60155
708/345-9710 Fax 708/345-9507
andersonelev@cs.com

References

1. County of Cook
69 West Washington
Chicago, Illinois
312-603-0339
James D'Amico
2. Loyola Medical Center
2160 South First Avenue
Maywood, Illinois
708-216-9501
Joseph Tomaso
3. Loyola University- Chicago
6525 North Sheridan Road
Chicago, IL 60660
William Sherry
773-508-7551

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 11-53-135, for COUNTY-WIDE ELEVATOR MAINTENANCE, REPAIR AND UPGRADE SERVICE of as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and any misunderstanding regarding the same.

PART I - FACILITIES MANAGEMENT

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1.	MONTH	36	FULL MAINTENANCE COST FOR RTCB & OTCB ELEVATORS, AS PER SPECIFICATIONS HEREIN. \$ 123,266. ⁰⁰ /MO. \$ 4,437,576. ⁰⁰ /TOTAL
2.	HOUR	1200	WAGES, REGULAR TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ 99.82 /HR. \$ 119,784. ⁰⁰ /TOTAL
3.	HOUR	3000	WAGES, REGULAR TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ 184.94 /HR. \$ 554,820. ⁰⁰ /TOTAL
4.	HOUR	800	WAGES, OVERTIME TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ 156.24 /HR. \$ 124,992. ⁰⁰ /TOTAL
5.	HOUR	600	WAGES, OVERTIME TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ 286. ⁵⁰ /HR. \$ 171,900. ⁰⁰ /TOTAL

PROPOSAL

PART I - FACILITIES MANAGEMENT (continued)

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
6.	EACH	74 <u>74</u>	TEST, FIVE-YEAR FULL LOAD, AS PER SPECIFICATIONS HEREIN \$ 0. ⁰⁰ - /EACH \$ 0. ⁰⁰ - /TOTAL
7.	% MARKUP	\$300,000	ALL PARTS AND MATERIALS USED FOR VANDALISM OR MISUSE REPAIRS ⁰⁰
	<u>\$300,000.00</u> ACTUAL COST	+ <u>10</u> % = CONTRACTOR'S MARK-UP	\$ 330, ⁰⁰ 000. /TOTAL
TOTAL PART I:			\$ <u>5,739,072. ⁰⁰</u>

PROPOSAL

PART II - JOHN H. STROGER, JR. HOSPITAL COMPLEX

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1.	MONTH	36	FULL MAINTENANCE COST FOR RTCB & OTCB ELEVATORS, AS PER SPECIFICATIONS HEREIN. \$ 38,050. ⁰⁰ /MO. \$ 1,369,800. ⁰⁰ /TOTAL
2.	HOUR	200	WAGES, REGULAR TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ 99.82 /HR. \$ 19,964. ⁰⁰ /TOTAL
3.	HOUR	500	WAGES, REGULAR TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ 184. ⁹⁴ /HR. \$ 92,470. ⁰⁰ /TOTAL
4.	HOUR	175	WAGES, OVERTIME TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ 156. ²⁴ /HR. \$ 27,342. ⁰⁰ /TOTAL
5.	HOUR	175	WAGES, OVERTIME TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ 286. ⁵⁰ /HR. \$ 50,137. ⁵⁰ /TOTAL

PROPOSAL

PART II - JOHN H. STROGER, JR. HOSPITAL COMPLEX

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
6.	EACH	34	TEST, FIVE-YEAR FULL LOAD, AS PER SPECIFICATIONS HEREIN
			\$ 0. ⁰⁰ /EACH
			\$ 0. ⁰⁰ /TOTAL
7.	% MARKUP	\$100,000	ALL PARTS AND MATERIALS USED FOR VANDALISM OR MISUSE REPAIRS
			\$ 110, ⁰⁰ /TOTAL
		$\frac{\$100,000.00}{\text{ACTUAL COST}} + \frac{10}{\text{CONTRACTOR'S MARK-UP}} \% =$	
			TOTAL PART II: \$ 1, ⁰⁰ 669, 713. ⁰⁰

PROPOSAL

PART III - PROVIDENT HOPITAL COMPLEX

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1.	MONTH	36	FULL MAINTENANCE COST FOR RTCB & OTCB ELEVATORS, AS PER SPECIFICATIONS HEREIN. \$ 3760. ⁰⁰ /MO. \$ 135,360. ⁰⁰ /TOTAL
2.	HOUR	70	WAGES, REGULAR TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ 99.82 /HR. \$ 6987.⁰⁰ /TOTAL ^{6987⁴⁰} K
3.	HOUR	170	WAGES, REGULAR TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ 184. ²⁴ /HR. \$ 31,440.⁰⁰ /TOTAL ^{31,439⁸⁰} K
4.	HOUR	60	WAGES, OVERTIME TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ 156. ²⁴ /HR. \$ 9374.⁰⁰ /TOTAL ^{9374⁴⁰} K
5.	HOUR	60	WAGES, OVERTIME TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ 286. ⁵⁰ /HR. \$ 17,190. ⁰⁰ /TOTAL

PROPOSAL

PART III - PROVIDENT HOPITAL COMPLEX

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
6.	EACH	5	TEST, FIVE-YEAR FULL LOAD, AS PER SPECIFICATIONS HEREIN
			\$ 0. ⁰⁰ /EACH
			\$ 0. ⁰⁰ /TOTAL
7.	% MARKUP	\$30,000	ALL PARTS AND MATERIALS USED FOR VANDALISM OR MISUSE REPAIRS
			\$ 33,000. ⁰⁰ /TOTAL
			\$ 233,351. ⁰⁰
TOTAL PART III:			\$ 233,351. ⁰⁰

PROPOSAL

PART IV - OAK FOREST HEALTH CENTER

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1.	MONTH	36	FULL MAINTENANCE COST FOR RTCB & OTCB ELEVATORS, AS PER SPECIFICATIONS HEREIN. \$ <u>4320.⁰⁰</u> /MO. \$ <u>155,520.⁰⁰</u> /TOTAL
2.	HOUR	120	WAGES, REGULAR TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ <u>90.82</u> /HR. \$ <u>10,898.⁰⁰</u> /TOTAL 10,898⁴⁰ 14
3.	HOUR	300	WAGES, REGULAR TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ <u>165.⁰⁰</u> /HR. \$ <u>49,500.⁰⁰</u> /TOTAL
4.	HOUR	100	WAGES, OVERTIME TIME MECHANIC, AS PER SPECIFICATIONS HEREIN \$ <u>146.⁰⁰</u> /HR. \$ <u>14,600.⁰⁰</u> /TOTAL
5.	HOUR	100	WAGES, OVERTIME TIME TEAM, AS PER SPECIFICATIONS HEREIN \$ <u>26.⁰⁰</u> /HR. \$ <u>26,600.⁰⁰</u> /TOTAL

PROPOSAL

PART IV – OAK FOREST HEALTH CENTER

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
6.	EACH	8	TEST, FIVE-YEAR FULL LOAD, AS PER SPECIFICATIONS HEREIN
			\$ 0. ⁰⁰ /EACH
			\$ 0. ⁰⁰ /TOTAL
7.	% MARKUP	\$30,000	ALL PARTS AND MATERIALS USED FOR VANDALISM OR MISUSE REPAIRS
			\$ 33,006. ⁰⁰ /TOTAL
		$\frac{\$30,000.00}{\text{ACTUAL COST}} + \frac{10}{\text{CONTRACTOR'S MARK-UP}} \% =$	
TOTAL PART IV:			\$ 290,118. ⁰⁰

PROPOSAL

CONTRACT NO. 11-53-135

SOUTHWEST INDUSTRIES
ILL. DBA

BIDDER: ANDERSON ELEVATOR CO.

TOTAL PART I: \$ 5,139,072.⁰⁰
TOTAL PART II: \$ 1,669,713.⁰⁰
TOTAL PART III: \$ 233,351.⁰⁰
TOTAL PART IV: \$ 290,118.⁰⁰

GRAND TOTAL: \$ 7,932,254.⁰⁰

SERVICE STARTING DATE: 1 (ONE) 7,932,255⁵⁰/₁₂
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

THE RECEIPT OF THE FOLLOWING ADDENDA TO THE SPECIFICATIONS IS
ACKNOWLEDGED:

ADDENDUM NO. 1
ADDENDUM NO. 2
ADDENDUM NO. 3
ADDENDUM NO. _____

DATE 10/7/11
DATE 10/13/11
DATE 10/21/2011
DATE _____

E. Addition to Proposal Page

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

Quick Payment Discounts

1	What payment terms would your company propose for this program?	30 DAYS FROM RECEIPT OF APPROVED INVOICE	
2	Is there a prompt payment discount that your company would be willing to offer? If so, please provide details	EARLY PAYMENT	% DISCOUNT
		NET 30	1 1/2 %
		NET 20	1 %
		OTHER 14	2 %


 ORIGINATED BY: 10/14/11
 KEVIN CASEY
 SPECIFICATIONS ENGINEER


 MARIA de LOURDES COSS
 PURCHASING AGENT
 OF COOK COUNTY

EXHIBIT A

UNIT MAINTENANCE BREAKDOWN

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: PROFESSIONAL ELEVATOR SERVICES, INC.
 Address: 1808 S. STATE STREET, CHICAGO, ILLINOIS 60616
 E-mail: Kenneth@proelevator.com
 Contact Person: Kenneth W. Mason Phone: 312-842-6715
 Dollar Amount Participation: \$ 1,988,677.⁷⁵
 Percent Amount of Participation: 25 %

*Letter of Intent attached? Yes No
 *Letter of Certification attached? Yes No

MBE/WBE Firm: A&E ELECTRICAL CONTRACTORS, LLC.
 Address: 7459 W. FRANKLIN ST. FOREST PARK, ILLINOIS 60130
 E-mail: Mary Kay Romano @ AEELECTRICAL CONTRACTORS . COM
 Contact Person: Mary Kay Romano Phone: 708-488-8322
 Dollar Amount Participation: \$ 795,471.¹⁰
 Percent Amount of Participation: 10 %

*Letter of Intent attached? Yes No
 *Letter of Certification attached? Yes No

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: PROFESSIONAL ELEVATOR SERVICES
Address: 1808 S. STATE STREET
Contact Person: Kenneth W. MASON
Certification Expiration Date: 04/01/12
Email: Kenneth@Proelevator.com
Participation: Direct Indirect

Contract #: 11-53-135
City/State/ Zip: CHICAGO, ILLINOIS 60616
Phone: 312-842-6715 Fax: 312-842-4450
Race/Gender: AFRICAN AMERICAN / MALE

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

MAINTENANCE AND REPAIR OF THE ELEVATORS

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

25%
15 DAYS FROM RECEIPT OF PAYMENT FROM COOK COUNTY

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

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

Kenneth W. Mason
Signature (M/WBE)
Kenneth W. MASON
Print Name
PROFESSIONAL ELEVATOR SERVICES
Firm Name
10/17/11
Date

Michael T. Mulled
Signature (Prime Bidder/Proposer)
MICHAEL T. MULLED
Print Name
SOUTHWEST INDUSTRIES LLC DBA ALBERSO ELEVATOR CO.
Firm Name
10/17/11
Date

Subscribed and sworn before me this 17th day of October, 20 11.
Notary Public: Gloria Medina



SEAL



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Kenneth Mason
Professional Elevator Services, Inc.

Annual No Change Affidavit Due:

April 1, 2011

Dear Kenneth Mason:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until April 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **April 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **January 31, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE if you fail to**

- ◆ file your No Change Affidavit within the required time period;
- ◆ provide financial or other records requested pursuant to an audit within the required time period; or
- ◆ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Professional Elevator Services, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**27188 Specialty and Custom-Made Sets and Equipment (Not Otherwise Itemized)
91013 Elevator Installation, Maintenance and Repair**

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 a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott". The signature is stylized and written in a cursive-like font.

Mary Elliott
Acting Managing Deputy

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **PROFESSIONAL ELEVATOR SERVICE, INC., DBA PROFESSIONAL ELEVATOR SERVICES, INC.**

Owner **Kenneth Mason**

Address **1705 S. State Street**
> [Map This Address](#) **Chicago, IL 60616**

Phone **312-431-0055**

Fax **312-431-9637**

Email **Gloria@proelevator.com**

Website

Certification Information

~~Certifying Agency~~ **City of Chicago**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **3/11/2011**

Renewal Date **4/1/2012**

Expiration Date **4/1/2012**

Certified Business Description **Custom Cab Interiors; Elevator Installation; Rehabilitation, Repair and Maintenance**

Commodity Codes

Code	Description
NIGP 27188	Specialty and Custom-Made Sets and Equipment (Not Otherwise Itemized)
NIGP 91013	Elevator Installation, Maintenance and Repair

Customer Support

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[Print This Page](#)

LETTER OF INTENT (SECTION 2)

M/WBE Firm: ANDE ELECTRICAL CONTRACTORS, LLC.

Contract #: 11-53-135

Address: 7459 W. FRANKLIN ST.

City/State/ Zip: FOREST PARK, ILLINOIS 60130

Contact Person: MARY KAY ROMANO

Phone: 488-8322 Fax: 781-8322

Certification Expiration Date: 6/30/16

Race/Gender: WHITE / FEMALE

Email: MARY KAY ROMANO @ ANDE ELECTRICAL CONTRACTORS . COM

Participation: Direct Indirect

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

No Yes - Please attach explanation.

Proposed Subcontractor: _____

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

ANY AND ALL ELECTRICAL PARTS, SUPPLIES AND EQUIPMENT IE: PUMP UNITS, CONTROLLERS, STARTERS ETC AND ELEVATOR RELATED INCLUDING ALL ELEVATOR REGALL RELATED ISSUES, EQUIPMENT AND SERVICE

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

10%
15 DAYS FROM RECEIPT OF PAYMENT FROM COOK COUNTY

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

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

Mary Kay Romano

Michael T. Mullen

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

MK Romano

MICHAEL T. MULLEN

Print Name

Print Name

AE Electrical

SOUTHWEST INDUSTRIES INC. DBA ALDERSON ELEVATOR CO.

Firm Name

Firm Name

10/18/2011

10/20/11

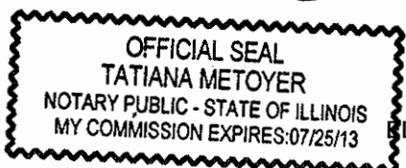
Date

Date

Subscribed and sworn before me this 20 day of October, 20 11.

Notary Public [Signature]

SEAL



DS-2



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 13, 2011

Mary Kay Romano
A & E Electrical Contractors, Inc.
7459 West Franklin Street
Forest Park, IL 60130

Annual Certificate Expires: June 30, 2016

Dear Mary Kay Romano:

We are pleased to inform you that A & E Electrical Contractors, Inc has been certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is **valid until June 30, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **April 30, 2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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:

NAICS 238210 ELECTRICAL CONTRACTORS

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

Thank you for your continued interest in the City's Woman Business Enterprise (WBE) Program.

Sincerely,

Mary Elliott
Acting Managing Deputy



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 13, 2011

A & E Electrical Contractors, Inc.
7459 West Franklin Street
Forest Park, IL 60130

Annual Certificate Expires: June 30, 2016

Dear Mary Kay Romano:

The City of Chicago, your host agency, is pleased to notify you that A & E Electrical Contractors, Inc has been certified as a Disadvantaged Business Enterprise (DBE) in accordance with the governing federal regulations, 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the Chicago Transit Authority, the City of Chicago, Metra and Pace.

Your certification is approved for a five (5) year period, commencing on June 1, 2011. **To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year.** Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. Please note that you must include a copy of your most current Federal and Individual Corporate Tax Returns. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR §26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR §26.83(i).

A & E Electrical Contractors, Inc will appear in the IL UCP DBE Directory in the following area(s) of specialty:



CITY OF CHICAGO
OFFICE OF COMPLIANCE

NAICS 238210 ELECTRICAL CONTRACTORS

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.
- Your certification may be revoked if The Red Balloon Company is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 23.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

For All Non-Trucking Firms:

- Firms seeking work with IDOT as a prime or sub consultant in specialized engineering categories must be pre-qualified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be pre-qualified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm which leases trucks from another DBE trucking firm receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC) and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

Please direct all inquiries and any questions to the City of Chicago Office of Compliance at 312.747.7778. Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott
Acting Managing Deputy

333 S. State St., Suite 320, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address	
		NONE
<hr/>		
<hr/>		
<hr/>		

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: X No: _____

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

2801 S. 19TH AVE

BROADVIEW, ILLINOIS 60155

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

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR:

 X The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name SOUTHWEST INDUSTRIES LLC. D/B/A: ANDERSON ELEVATOR EIN NO.: 36-3227341

Street Address: 2801 S. 19TH AVE.

City: BROADVIEW State: ILLINOIS Zip Code: 60155

Phone No.: 708-345-9710

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
GREGORY V. GIBBS	843 WILLIAM RIVER FOREST, ILLINOIS	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
	NONE	

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

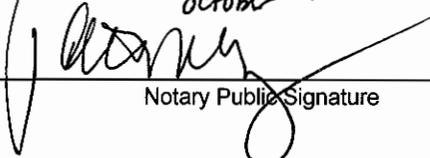
I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

GREGORY V. GIBBS
Name of Authorized Applicant/Holder Representative (please print or type)

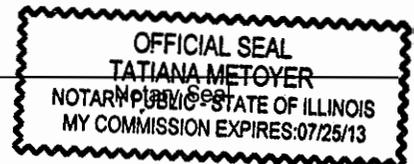
Signature
E-mail address

PRESIDENT
Title
10/20/11
Date
708-345-9710
Phone Number

Subscribed to and sworn before me this 20 day of Oct, 2011

X 
Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: GREGORY V. GIBBS Title: PRESIDENT

Business Entity Name: SOUTHWEST WOODSTAPES LLC. DBA ANDERSON ELEVATOR Phone: 708 - 345 - 9710

Business Entity Address: 2801 S. 19TH AVE. BROADVIEW, ILLINOIS 60155

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

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

Owner/Employee's Signature: [Signature] Date: 10/20/11

Subscribe and sworn before me this 20 Day of OCTOBER, 20 11

a Notary Public in and for Cook County

(Signature) [Signature]



NOTARY PUBLIC My Commission expires _____
SEAL

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: SOUTHWEST INDUSTRIES LLC DBA ANDERSON ELEVATOR CO.

BUSINESS ADDRESS: 2801 S. 19TH AVE
BROADVIEW, ILLINOIS 60155

BUSINESS TELEPHONE: 708-345-9710 FAX NUMBER: 708-345-9507

CONTACT PERSON: MICHAEL T. MULLEN

FEIN: 36-3227341 *IL CORPORATE FILE NUMBER: 5301-703-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: GREGORY V. BIBBS VICE PRESIDENT: THOMAS KRZYBOWSKI

SECRETARY: ELIZABETH RUDAY TREASURER: HOWE

**SIGNATURE OF PRESIDENT: _____

ATTEST: Elizabeth Ruday (CORPORATE SECRETARY)

Subscribed and sworn to before me this 28 day of October, 2011.

X Tatiana Metoyer
Notary Public Signature

My commission expires: _____



Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Overmire

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz

COOK COUNTY CHIEF PROCUREMENT OFFICER

Tobias Reubold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 16th DAY OF December, 2011.

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

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

11-53-135

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 7,932,255⁵⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Julia Jensen
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 14 2011