

MIDWAY OVERHEAD DOOR, INC
BIDDER: CELL 708 372-6503

CONTRACT FOR SERVICE

CONTRACT NO. 12-53-236



**DOOR SYSTEM MAINTENANCE & REPAIR
FOR THE
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
AND DEPARTMENT OF FACILITIES MANAGEMENT**

**BIDS TO BE EXECUTED IN TRIPPLICATE
BID OPENING WILL BE ON FRIDAY, MARCH 29 APRIL 5, 2013 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

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

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

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

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUN 19 2013

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REQ# 102833

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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. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 BID DEPOSIT

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

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

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

IB-05 EXCEPTIONS

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

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

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

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

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

IB-09 COMPETENCY OF BIDDER

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

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

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

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

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

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

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

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

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

GC-02 INDEMNIFICATION

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

GC-03 INSPECTION AND RESPONSIBILITY

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

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

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

GC-10 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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

GC-11 DEFAULT

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

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

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

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

GC-12 COUNTY'S REMEDIES

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

GC-13 CONTRACTOR'S REMEDIES

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

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

GC-14 DELAYS

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

GC-15 INSURANCE REQUIREMENTS

- 1) The Contractor shall require 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 of the Contractor

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

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

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

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

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

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

(c) **Comprehensive Automobile Liability Insurance**

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

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

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

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

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

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

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

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

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-17 COMPLIANCE WITH LAWS

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

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

GC-18 DELIVERY

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

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

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

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

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

I. POLICY AND GOALS

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

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

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-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

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

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

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

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

3. Joint Venture Affidavit

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

B. Reduction/Waiver Petition

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

III. REDUCTION/WAIVER OF MBE/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.

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

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

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

GC-23 USE OF PREMISES

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

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

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-25 TERMINATION FOR CONVENIENCE

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

GC-26 GUARANTEES AND WARRANTIES

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

GC-27 STANDARD OF CONTRACT GOODS

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

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-29 QUANTITIES

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

GC-30 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-31 GOVERNING LAW

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

GC-32 COOPERATION WITH INSPECTOR GENERAL

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

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

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

GC-37 COOPERATIVE PURCHASING

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

GC-38 FEDERAL CLAUSES

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

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

2. False or Fraudulent Statements and Claims

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

3. Federal Interest in Patents

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

4. Federal Interest in Data and Copyrights

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

GC-38 FEDERAL CLAUSES (CON'T.)

- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GC-38 FEDERAL CLAUSES (CON'T.)

5. **Records and Audits**

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

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

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

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

6. **Environmental Requirements**

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

GC-38 FEDERAL CLAUSES (CON'T.)

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

GC-38 FEDERAL CLAUSES (CON'T.)

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

13. Contract Work Hours and Safety Standards Act

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

GC-39 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS**SC-01 SCOPE**

The Contractor shall perform DOOR SYSTEM MAINTENANCE & REPAIR for the COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS AND DEPARTMENT OF FACILITIES MANAGEMENT, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement type contract for twenty-four (24) months with two (2) one year renewal options effective after award by the Board of Commissioners and after proper execution of the Contract Documents. The contract will consist of a firm price for twenty-four (24) months. Price increases or decreases for the renewal options shall not exceed four percent (4%) and shall be based on supporting documentation and current prevailing wages.

The Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration.

SC-03 AWARD OF CONTRACT

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

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than 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 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/WBE 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 AND SITE INSPECTIONS

The County will hold a Mandatory Pre-Bid Conference at the Cook County Department of Transportation and Highways District No. 1, 2325 Meacham Road, Schaumburg, IL 60195. Site Inspections at the locations will follow the Pre-Bid Conference. Representatives from the Procurement Department, Department of Transportation and Highways and Facilities Management will comprise the panel to respond to answer any questions regarding ~~Door Maintenance and Repair and Invitation to Bid procedures.~~ **Attendance at the Pre-Bid Conference and Site Inspections at the five (5) Department of Transportation and Highways Districts 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.** Attendance at the Site Inspections at the other locations is not mandatory, however it is highly recommended. No additional allowances will be granted because of lack of knowledge of such conditions.

Prospective Proposers must respond to Kevin Casey at 312-603-6830 or email kevin.casey@cookcountyil.gov before Tuesday, March 12, 2013 at 10:00 A.M. Central Time, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference will be held on:

DATE: Wednesday, March 13, 2013
 TIME: 11:00 A.M. **9:00 A.M.** Central Time
 PLACE: Cook County Department of Transportation and Highways District No. 1
 2325 Meacham Road
 Schaumburg, IL 60195

The Pre-Bid Conference and Site Inspections schedule will be as follows:

Wednesday, March 13, 2013 9:00 A.M. Pre-Bid Conference/ Site Inspection	Department of Transportation and Highways District No. 1 2325 Meacham Road Schaumburg, IL 60195
Wednesday, March 13, 2013 Following Site Inspection At District No. 1	Department of Transportation and Highways District No. 2 2101 Ballard Road Des Plaines, IL 60016
Wednesday, March 13, 2013 Following Site Inspection At District No. 2	Department of Transportation and Highways District No. 3 901 East 26th Street Lagrange Park, IL 60525
Wednesday, March 13, 2013 Following Site Inspection At District No. 3	Department of Transportation and Highways District No. 4 135th Street And 89th Avenue Orland Park, IL 60462
Wednesday, March 13, 2013 Following Site Inspection At District No. 4	Department of Transportation and Highways District No. 5 13600 S. Ashland Avenue Riverdale, IL 60406

SPECIAL CONDITIONS

Thursday, March 14, 2013
Starting at 9:00 a.m.

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

Thursday, March 14, 2013

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

Thursday, March 14, 2013

4th District Courthouse
 1500 S. Maybrook Drive
 Maywood, Illinois

Thursday, March 14, 2013

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

Thursday, March 14, 2013

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

Friday, March 15, 2013
Starting at 9:00 a.m.

Cook County Building
 118 N. Clark Street
 Chicago, Illinois

Friday, March 15, 2013

Domestic Violence Courthouse
 555 W. Harrison
 Chicago, Illinois

Friday, March 15, 2013

Forensic Institute
 2121 West Harrison Street
 Chicago, IL 60612

Friday, March 15, 2013

Juvenile Detention Center
 1100 S. Hamilton
 Chicago, IL 60612

Friday, March 15, 2013

Juvenile Center Addition
 2245 W. Ogden Ave.
 Chicago, IL 60608

Friday, March 15, 2013

Rockwell Warehouse
 2323 S. Rockwell
 Chicago, IL 60608

Friday, March 15, 2013

Hawthorne Warehouse
 4545 W. Cermak Rd.
 Chicago, IL 60623

Friday, March 15, 2013

Cook County Powerhouse
 3045 S. Sacramento
 Chicago, IL 60608

Friday, March 15, 2013

Criminal Court Complex
 2650 S. California
 Chicago, IL 60608

SPECIAL CONDITIONS**SC-06 INQUIRIES**

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. Tuesday, March 19, 2013. Inquiries will be answered by the close of business on Friday, March 22, 2013.**

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

Shannon Andrews
Cook County Action Chief Procurement Officer
c/o Kevin Casey, Specifications Engineer
118 N. Clark Street, Room 1018
Chicago, IL 60602
Or via email to kevin.casey@cookcountyiil.gov

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

SC-07 LOCATIONS OF BUILDINGS

All work shall be performed at the following locations:

Cook County Department of Transportation and Highways District #1
Buildings A, B, and C
2325 Meacham Road
Schaumburg, IL 60195

Cook County Department of Transportation and Highways District #2
Buildings A, B, and C
2101 Ballard Road
Des Plaines, IL 60016
Buildings "A" "B" "C"

Cook County Department of Transportation and Highways District #3
Buildings A, B, and C
901 East 26th Street
La Grange Park, IL 60525

Cook County Department of Transportation and Highways District #4
Buildings A, B, C and E
8900 W. 135th Street
Orland Park, IL 60462

Cook County Department of Transportation and Highways District #5
Buildings A and B
13600 S. Ashland Avenue
Riverdale, IL 60406

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

SPECIAL CONDITIONS

SC-07 LOCATIONS OF BUILDINGS (CON'T.)

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

4th District Courthouse
1500 S. Maybrook Drive
Maywood, Illinois

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

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

Cook County Building
118 N. Clark Street
Chicago, Illinois

Domestic Violence Courthouse
555 W. Harrison
Chicago, Illinois

Forensic Institute
2121 West Harrison Street
Chicago, IL 60612

Juvenile Detention Center
1100 S. Hamilton
Chicago, IL 60612

Juvenile Center Addition
2245 W. Ogden Ave.
Chicago, IL 60608

Rockwell Warehouse
2323 S. Rockwell
Chicago, IL 60608

Hawthorne Warehouse
2545 W. Cermak Rd.
Chicago, IL 60623

Cook County Powerhouse
3045 S. Sacramento
Chicago, IL 60608

Criminal Court Complex
2650 S. California
Chicago, IL 60608

SPECIAL CONDITIONS

SC-08 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-6 and SC-7.

SC-09 NOTIFICATION

Vendor shall not service doors until notified by the Using Department.

SPECIAL CONDITIONS

DELAYS IN PROSECUTION OF WORK - LIQUIDATED DAMAGES

Whereas, the Contractor is obligated to assure that the various items of equipment in the installations and systems perform properly; whereas, maintenance operations to the respective installations and systems prescribed by this Contract must not be interrupted; whereas, maintenance schedules and completion dates are specified for various items of work which schedules are deemed of paramount importance in the maintenance functions; whereas, failure to perform all functions in the manner specified and within any time limit specified, the Contractor agrees that should he refuse or fail to prosecute the work or any separable part thereof promptly and in the manner specified in this Contract with such diligence as will insure its satisfactory completion, the Building Maintenance Supervisor at his direction may take one or more of the following actions: (1) Withhold payment of any monthly or final remittance for any installation or system until all work has been performed to the satisfaction of the Building Maintenance Supervisor, (2) remove the District from the County's maintenance to the Contractor's maintenance responsibility until said work is completed and inspected by this Department, (3) Deduct a proportionate amount of money for work not performed on any installation or system from any monthly or final remittance due the Contractor with the amount of money deducted to be determined by the Building Maintenance Supervisor, (4) By written notice to the Contractor terminate his right to proceed with the work or such part of the work that has been delayed, in which event the Department may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Department for any excess cost, occasioned by the department, (5) Assess liquidated damages; if any work covered by maintenance schedules in any of the installations or systems, or if any other work which under this Contract is to be completed by a certain date or at the expiration of a certain time interval, shall remain uncompleted after such date or the expiration of such time interval, or after any authorized extension of such stipulated time, the Contractor expressly agrees to pay to the Department the sum as specified in Liquid Damages Assessment Table found elsewhere in this Contract for each and every Calendar Day and for each and every item of such work remaining uncompleted, and such monies shall be paid as liquidated damages to partially cover losses and expense to the Department, and not as a penalty.

The Department shall recover said liquidated damages by deducting the amount thereof from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or the surety shall pay such amount due. Provided, in any of the above instances, the right of the Contractor to proceed shall not be terminated because of any unavoidable delay in the completion of the work caused by the Department, other Contractors employed by the Department or unforeseeable causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall as soon as practicable notify the Building Maintenance Supervisor in writing of the cause of such delay, if any, and request of the Engineer in writing, such additional time or relief as he may deem necessary.

Liquidated Damage Assessment

<u>Per Day</u>	<u>One Time</u>	<u>Per Contract Specifications</u>
\$200.00	\$300.00	Failure to Provide Documentation
\$200.00	\$200.00	Failure to Respond per Time Specifications
\$200.00	\$300.00	Failure to Provide Timely Repair/Replacement of Parts
\$200.00	\$300.00	Failure to Provide Proper Service
\$200.00	\$300.00	Failure to Provide Reports/Communication

SPECIAL CONDITIONS

Cook County Prevailing Wage for March 2013

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			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	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			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
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	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
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	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
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	42.700	2.0	2.0	2.0	12.67	15.61	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			33.920	38.090	1.5	1.5	1.5	2.600	2.710	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	8.380	6.820	0.000	0.430
SHEETMETAL WORKER	BLD			40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER	BLD			29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
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 March 2013

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	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	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
TUCK POINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

SPECIFICATIONS**A. GENERAL DESCRIPTION**

The Contractor shall be responsible to provide all necessary management, supervision, administrative support, labor of all doors and gate operators services, materials, tools, parts, miscellaneous supplies and necessary transportation for workmen and equipment used to execute the requirements contained in this specifications.

Routine Maintenance and related services shall be performed by the Contractor on all manual and powered Overhead Sectional Doors, Rollup Steel Doors, Automatic Sliding Doors, Exterior and Interior Metal or Wood Swing Doors, ADA Equipped Doors, Door Hardware, Slide Gate Operators and Electrical Appurtenances at the five (5) Districts of the Cook County Department of Transportation and Highways listed in Exhibit A, and on Overhead Doors, Sallyports, and Dock Levelers at all Facilities Management locations listed in Exhibit B of this contract document.

Repair Services shall be performed by the Contractor on all manual and powered Overhead Sectional Doors, Rollup Steel Doors, Automatic Sliding Doors, Exterior and Interior Metal or Wood Swing Doors, ADA Equipped Doors, Door Hardware, Slide Gate Operators and Electrical Appurtenances at the five (5) Districts of the Cook County Department of Transportation and Highways, and on Overhead Doors, Sallyports, and Dock Levelers at all Facilities Management locations.

All work shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. All work is expected to be completed in a professional manner.

Service must be provided by the personnel employed by the bidder or their approved subcontractors. Subsequent to Contract execution, the Contractor is expected to immediately begin preparations to assume maintenance and repair responsibilities as specified.

The work described in these specifications shall be done with the least inconvenience to Cook County. The Contractor shall coordinate repair work as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work. County vehicles must have ingress and egress capabilities at all times.

B. CONTRACTOR TECHNICIAN'S QUALIFICATIONS

The Contractor shall employ qualified service technicians who can arrive on the site within the specified time period and maintain/repair the manual and powered Overhead Sectional Doors, Rollup Steel Doors, Automatic Sliding Doors, Exterior and Interior Metal or Wood Swing Doors, ADA Equipped Doors, Door Hardware, Slide Gate Operators and Electrical Appurtenances. Resumes shall clearly indicate the technician's length of experience and appropriate factory certifications (for equipment associated with this contract).

C. REFERENCES

A list of names and addresses of at least three (3) comparable institutions of comparable size and scope which the bidder is presently providing contract service using the personnel listed above shall be included with the bid.

SPECIFICATIONS**D. GENERAL MAINTENANCE PROCEDURES AND RECORDS:**

1. **Work Schedule:** Routine door maintenance shall be performed between the hours of 7:00 A.M. through 3:30 P.M., Monday through Friday, except during posted summer hours. The Contractor may be required to do emergency repairs at times other than normal working hours. The Contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work 365 days per year. The Contractor shall supply a monitored 24-hour a day phone number(s) to contact for service. It shall be the Contractor's responsibility to see that materials and tools are delivered within or adjacent to the area of maintenance and/or repair as specified by the County. All work other than emergency service must be accomplished during weekdays, Monday thru Friday, excluding all County Holidays, unless determined an emergency.
2. **Routine Maintenance:** Contractor shall provide quarterly maintenance service on all doors at the five (5) Transportation and Highway Districts listed in Exhibit A, and yearly maintenance on all doors at all Facilities Management locations listed in Exhibit B. Routine door maintenance shall be performed between the hours of 7:00 A.M. through 3:30 P.M., Monday through Friday, except during posted summer hours. Inspections and maintenance functions shall be coordinated through the assigned Cook County Department of Transportation and Highways authorized representative.

The Contractor must submit a written planned maintenance program in spreadsheet format updated quarterly. The Contractor shall prepare a checklist of routine maintenance tasks to be completed and provide the service technician a copy of the checklist. The checklist must be checked off as completed by the technician and the completeness of the tasks listed on the checklist verified by the Cook County employee at the work site.

3. **Regular Repair:** Contractor shall provide straight time repair when notified by the Cook County Department of Transportation and Highways or Facilities Management. The Contractor shall respond to all straight time repair calls within four (4) hours after notification regardless of weather conditions (snow, ice, etc.). Straight time repair shall be performed between the hours of 7:00 A.M. through 3:30 P.M., Monday through Friday, excluding holidays.
4. **Emergency Repair:** Contractor shall provide premium time emergency repair when notified by the Cook County Department of Transportation and Highways or Facilities Management. The Contractor shall respond to all premium time repair calls within two (2) hours after notification regardless of weather conditions (snow, ice, etc.). Premium time repairs shall be available on a twenty-four (24) hour basis, 365 days per year. The Contractor shall supply a monitored 24-hour a day phone number(s) to contact for service. It shall be the Contractor's responsibility to see that materials and tools are delivered within or adjacent to the area of maintenance and/or repair as specified by the County. Failure to respond to an authorized emergency call within two (2) hours shall be considered unsatisfactory under the terms of the contract.

All manual and powered Overhead Sectional Doors, Rollup Steel Doors, Automatic Sliding Doors, Exterior and Interior Metal or Wood Swing Doors, ADA Equipped Doors, Door Hardware, Slide Gate Operators, shall be functional within eight (8) hours of notification of failure. All doors and slide gate operators upgrades and installation of new equipment shall be approved by the County, prior to Contractor ordering equipment or installing equipment.

SPECIFICATIONS

The Contractor shall provide emergency repair service as a part of this contract including all labor, overtime, travel costs, parts, supplies, etc to maintain and repair any failed doors or slide gate operators. All expenses incurred and expended on such a call are included in the cost of this contract and there will be no additional compensation to the Contractor.

Emergency service as often as needed, on a twenty four (24) hour basis, weekends and legal County holidays included. County Holidays are:

- | | |
|---------------------------------|------------------|
| o New Year's Day | Independence Day |
| o Martin Luther King's Birthday | Labor Day |
| o Lincoln's Birthday | Veteran's Day |
| o Washington's Birthday | Columbus Day |
| o Casmir Pulaski's Day | Thanksgiving Day |
| o Memorial Day | Christmas Day |

5. **Replacement Parts:** All replacement parts for the doors and door systems shall be of the same manufacturer make and model if possible, or shall otherwise be industry standard parts equal in design and quality to those of the Original Parts Manufacturer (OPM). Replacement parts shall be "new". All parts that have been replaced shall be made available for inspection by the County.
6. **Work Procedures:** It shall be the responsibility of the Contractor to notify the Building Engineer upon arrival and departure, at any of the facilities. After inspection, the Contractor shall advise engineer of all necessary repairs, subsurface or latent physical condition found, along with recommendations and
7. of cost and time to complete the repairs. Any changes found necessary by the County or the Contractor not covered under the original contract specifications or drawings, shall be jointly agreed upon by the Contractor and the County. A service ticket indicating maintenance and/or repairs performed on each call shall be left in care of the Cook County Department of Transportation and Highways or Facilities Management authorized representative.

The Contractor is required to submit a technical report on service calls with in five (5) days of completion. The report must contain the following information:

- Start Time and Completion Time
- Date Service was performed
- Location of Service
- Person Requesting the Service
- Itemized Parts List
- Type of Door
- Slide Gate Operators Service

After each work service, the Contractor shall leave one legible service report at the work site and a second copy shall be mailed to the Cook County Department authorized representative. The service report shall detail all work performed, location (facility and building code), date, materials, doors serviced and the number of hours required completing the repair etc.

SPECIFICATIONS

The Contractor shall maintain complete and accurate records of all routine maintenance services performed, repairs made and replacement parts used for the term of this contract. These routine records shall be made available at the completion of each job and/or on request of the Cook County Department authorized representative.

8. **Warranty:** ~~The Contractor shall warranty all maintenance, repair service and parts furnished~~ are to the highest quality, complying with manufacturer's specifications and free from defects resulting from the use of inferior materials, equipment or workmanship. The Contractor will be responsible for providing a warranty on all new and/or repair parts of ninety (90) days from the completion date of the service. If the spare part is covered by a standard manufacturer's warranty greater than ninety (90) days then the vendor must extend that coverage to Cook County Department.
9. **Final Inspection of Work:** At the conclusion of the work, the Contractor shall demonstrate to the Cook County Department authorized representative that the work is fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work. The Contractor shall provide a list of parts being installed, and a copy of all warranties.

The Contractor shall promptly remove from the premises all work and/or materials or rubbish caused by his operations at all times under this contract. The Contractor shall leave the work area clean and free of materials, debris, and Contractor's equipment to the satisfaction of the authorized Cook County Department authorized representative. The Contractor shall be responsible for removal and disposal of all debris and defective materials removed in performance of the service at the end of each work shift, and in strict accordance with all applicable regulations, codes, laws, and ordinances.

10. **Miscellaneous:** There shall be no apprentices or trainees performing maintenance or repair work without the supervision of a qualified trade person.

The Contractor shall be solely responsible for initiating, supervising and maintaining all needed safety precautions in connection with the work. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired or replaced at the Contractor's expense and to the complete satisfaction of the Cook County Department authorized representative. In so doing, the Contractor shall comply with the applicable rules and regulations of all local, county, state and federal safety regulations over the safety of persons, property or the environment.

In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the County, shall act, at his discretion, to prevent such threatened loss or injury.

Any doors and gate operators discovered to be inoperable and/or unsafe shall be conspicuously marked with a warning sign or tag suitable to notify the user of such condition prior to the workmen leaving the job site or job area for any reason. The Cook County Department authorized representative shall also be notified of such condition prior to the workmen leaving the job site or job area for any reason.

All maintenance or repair work will be to the highest standards of workmanship, in accordance with the industry. All work shall fully conform to all Local, State, County and Federal Safety Regulations.

SPECIFICATIONS

All doors and gate operator's maintenance service and repairs shall meet or exceed the industry standards. All welding and fabrication service/repair shall meet or exceed standards associated with the American Welding Society.

The Contractor shall maintain a stocked service truck with materials, tools, ladders, and equipment, to provide manual and powered Overhead Sectional Doors, Rollup Steel Doors, Automatic Sliding Doors, Exterior and Interior Metal or Wood Swing Doors, ADA Equipped Doors, Door Hardware, Slide Gate Operators services as described in these specifications.

E. METHOD OF BILLING

Billings for the cost of Routine Maintenance operations shown on invoices shall be for full quarterly periods only, and shall not be prorated for shorter periods.

Separate invoices to the Maintenance Supervisor shall be submitted by the 25th of each month for routine maintenance done to the systems for work performed by the Contractor during the previous month.

Separate invoices to the Engineer shall be submitted no later than thirty (30) calendar days after completion of the repair work. Each invoice shall show the date of authorization for the work.

Each invoice shall have a notarized certification by the Contractor to the effect that the work shown thereon has been complete in accordance with the provisions of the Contract and all applicable specifications.

The Building Maintenance Supervisor may withhold up to 100% of the total quarterly routine maintenance payment for all Systems for the incomplete or otherwise unsatisfactory performance on any System, including but not limited to failure to respond to reported incidents in a timely manner, perform proper maintenance, complete authorized work, or document dispatch or response work activities in the time and/or manner specified herein.

After previously uncompleted or deficient work has been substantially completed to the satisfaction of the Maintenance Supervisor, the Contractor shall advise the Maintenance Supervisor in writing, requesting the release of funds previously withheld. The Maintenance Supervisor shall approve the release of funds previously withheld from the Contractor through an authorization letter.

F. LINE ITEMS

ITEM NO. 1: ROUTINE MAINTENANCE FOR OVERHEAD SECTIONAL DOORS, ROLLUP STEEL DOORS, AUTOMATIC SLIDING DOORS, EXTERIOR AND INTERIOR METAL OR WOOD SWING DOORS, ADA EQUIPPED DOORS, DOOR HARDWARE AND SLIDE GATE OPERATORS:

A. ROUTINE MAINTENANCE CHECK LIST AND SCHEDULE:

Routine Maintenance will be provided quarterly at each of the five (5) Cook County Highway Districts **listed in Exhibit A, and yearly maintenance on all doors at all Facilities Management locations listed in Exhibit B.** The Contractor shall provide inspection and routine maintenance as listed below and shall apply to the door parts as described and as shown in these specifications. The Contractor shall coordinate and schedule all routine maintenance work with the Cook County Department of Transportation and Highways authorized representative. This service shall include all labor and material items listed below or as required by the manufacturer.

SPECIFICATIONS**1. Overhead Sectional Doors Maintenance Procedures (Highway Door Schedule Item Nos. 7 and 12 and Facility Management Doors)**

The Contractor shall provide quarterly inspection and routine maintenance service of all overhead sectional doors at the five (5) districts of the Cook County Department of Transportation and Highways. The Contractor shall coordinate and schedule all routine maintenance work with the Cook County Department of Transportation and Highways authorized representative.

This service shall include, but not be limited to lubrication of all moving parts and bearings; adjust, lubricate, and tighten all hinges, hardware, roller wheels, and tracks as necessary. Verify that the track surface is free of oil and grease.

Inspect all doors and door sections, tracking, springs, perform counterbalance test, cables, bearings, hinges, rollers, drums, safety return edge, emergency return mechanism, door seals, weather-stripping, chain/belt and mounting brackets and shaft assembly for damage, excessive wear, or improper adjustment.

Test electric motor operator: Check track, mounts, front and rear hangers, panel covers, exposed low voltage wires door connector brackets, belts, sprockets, button station controls and door edge safety returns for proper operation and adjust settings as required. Check, adjust, and/or lubricate drive chain, carriage, limit switches, limit chain, reversing edge, photo eye, motor and frame belts.

Disconnect operator and operate door manually to check for smooth operation. Adjust spring tension on the counterbalance system as required by the manufacturer.

Test manual chain hoist operator. Adjust and lubricate drive and limit chain as required. Check and correct door out-of-level condition.

Specific tasks required and performed shall be in accordance with the original doors manufacturer's instruction, subject to final approval by Cook County Department of Transportation and Highways authorized representative. A written report on the condition of the doors shall be provided at the completion of the inspection. All Contractor representatives performing inspections must sign the report.

2. Rollup Steel Doors Maintenance Procedures (Highway Door Schedule Item No. 11 and Facility Management Doors)

The Contractor shall provide quarterly inspection and routine maintenance service of all rollup steel doors at the five (5) districts of the Cook County Department of Transportation and Highways. The Contractor shall coordinate and schedule all routine maintenance work with the Cook County Department of Transportation and Highways authorized representative.

Inspect general arrangement of door. Mechanism, mountings, chain and shaft, cables, bearings, all rollers, treadle hose and related controls, guides, wind locks, anchor bolts, bell mouth (where applicable), counterbalance and weather stripping.

Clean, tighten and adjust as required by manufacturer's recommendation. Operate with power from stop to stop and at intermediate positions. Observe performance of various components, such as brake, limit switches, motor, and gear box.

SPECIFICATIONS

Clean and adjust as required. Check operations of electric eye, treadle, and all other operating or control devices. Clean and make adjustments as required such spring tension, shifted slats, level doors, operator clutch, limit assemblies and brake.

Check manual operation. Note brake release, motor disengagement, functioning or hand pulls, chains sprockets and clutch. Examine motor, starter, push button and blow out or vacuum if needed.

Perform lubrication for the following: guides, end locks, shaft bearings, chain hoist, bearing and disconnects, operator bearings, gear reducers, chain and pivot points as required. Remove old or excess lubricant. Clean unit and mechanism thoroughly. Clean surrounding area, record results and findings and report any needed repairs or operational adjustments.

Specific tasks required and performed shall be in accordance with the original equipment manufacturer's instruction, subject to final approval by Cook County Department of Transportation and Highways authorized representative. A written report on the condition of the doors shall be provided at the completion of the inspection. All Contractor representatives performing inspections must sign the report.

3. Automatic Sliding Doors Routine Maintenance Procedures (Highway Door Schedule Item Nos. 1, 10 and 16)

The Contractor shall provide quarterly inspection and routine maintenance service of all automatic sliding doors at the five (5) districts of the Cook County Department of Transportation and Highways. The Contractor shall coordinate and schedule all routine maintenance work with the Cook County Department of Transportation and Highways authorized representative.

Contractor shall check electronic sensor on doors by walking towards door opening at a moderate speed. Door should start opening when person is five (5) feet from the door, should slide open smoothly, and stop without impact. Contractor shall check both sides of the doors to verify they are working properly. The sensor should re-open the closing door if an object is detected a minimum of 24 inches from the door.

Step out the sensor zone. After a brief time delay the door should close smoothly and fully without impact. Doors should be adjusted so they do not close faster.

Walk parallel to the door face to check that the detection pattern is at least as wide as the door opening. This test should be performed about (2-1/2) feet from the door face.

Open the door. Cover each doorway holding beam with your hand and stand motionless for several seconds. The door should remain open. Remove your hand and the door should close after the time delay expires.

Emergency Breakout. Check emergency operations, the sliding doors should be capable of swinging into a breakout position by exerting force at the lock area of the door.

Contractor shall be responsible for making sure floor guides are kept clean and free of any debris which could prevent proper door slide. Check the floor area for tripping or sliding hazards.

SPECIFICATIONS

Specific tasks required and performed shall be in accordance with the original equipment manufacturer's instruction, subject to final approval by Cook County Department of Transportation and Highways authorized representative. A written report on the condition of the doors shall be provided at the completion of the inspection. All Contractor representatives performing inspections must sign the report.

4. **Swing Metal/Wood Doors, ADA Equipped Doors And Main Entrance Maintenance Procedures (Highway Door Schedule Item Nos. 2, 3, 4, 5, 6, 8, 9, 13, 14, 15, 17, 18, 19, and 20)**

The Contractor shall provide quarterly inspection and routine maintenance service of all Swing Metal and Wood Doors, ADA Equipment Doors and Main Entrance at the five (5) districts of the Cook County Department of Transportation and Highways. The Contractor shall coordinate and schedule all routine maintenance work with the Cook County Department of Transportation and Highways authorized representative.

Inspect for proper operation, loose hinges, screws and weather-proofing, locksets, closures and vision panels.

Manually open and close the door and check the swinging for correct alignment and listen for unusual noise if any.

Clean out tracks and pivot points and apply grease. Operate the door electrically where applicable and observe the operation.

Adjust door closures where required. Adjust doors for any sagging. Check keys and locks for proper operation. Clean and lubricate semi-annually.

Remove existing deteriorated caulking around the interior and exterior perimeter of the doors and replace with new. Color of new shall match the existing.

Specific tasks required and performed shall be in accordance with the original equipment manufacturer's instruction, subject to final approval by Cook County Department of Transportation and Highways authorized representative. A written report on the condition of the doors shall be provided at the completion of the inspection. All Contractor representatives performing inspections must sign the report.

SPECIFICATIONS**5. Slide Gate Operators (Highway Door Schedule Item No. 21):**

The Contractor shall provide quarterly inspection and routine maintenance service of all Slide Gate Operators at the five (5) districts of the Cook County Department of Transportation and Highways. The Contractor shall coordinate and schedule all routine maintenance work with the Cook County Department of Transportation and Highways authorized representative.

Alarm: Activate the primary (inherent) reverse system by blocking the gate with a solid object. When the gate reverses, block the gate in the opposite direction prior to the limit being reached. The entrapment alarm should activate. Press the reset button to silence the alarm.

Drive

Belt: Check for alignment, tightness and wear.

Chain: Check for sagging. Tighten if necessary.

Clutch: Check for proper slippage.

Gate: Inspect for damage. Check gate wheels, rollers and guides for wear and grease if necessary.

Primary Reverse System: Check that the gate reverses on contact with an object in both the opening and closing cycles. Adjust the clutch if necessary.

Pulleys: Check for alignment. Check setscrews.

Release: Check manual release for proper operation.

Secondary

Reverse Device: Check that secondary (external) reverse device(s) stop or reverse the gate when activated.

Grease: Wheels and guide rollers if necessary.

Complete

Check: Complete check of gate and gate operating system.

B. DOOR HARDWARE MAINTENANCE FOR ALL DOORS AND SLIDE GATE OPERATORS:

Inspect all door hardware for proper operation. Check and tighten the bolted connections of the framing supporting the door as needed. Clean and lubricate all moving parts with recommended solvent and lubricate. Replace broken, missing, and excessively worn parts and adjust for smooth operation. Door hardware includes hinges, locksets, panic devices, door closures, push bars, handles, weather-stripping around doors, wall bumpers and floor stops. The Contractor shall inspect the door closure system in accordance with manufacturer's instructions, including drive mechanism, controls and control switches. Adjust operator for optimum condition and safety. Lubricate operating equipment. Clean surfaces promptly after repairs, exercising care to avoid damage of the protective coating. All work, replacement parts, materials, labor and supplies of the door hardware shall be considered part of Routine Maintenance.

SPECIFICATIONS**ITEM NO. 2: REGULAR LABOR RATE TO REPAIR OVERHEAD SECTIONAL DOORS, ROLLUP STEEL DOORS AUTOMATIC SLIDING DOORS, EXTERIOR AND INTERIOR METAL OR WOOD SWING DOORS, ADA EQUIPPED DOORS, DOOR HARDWARE AND SLIDE GATE OPERATORS:**

This work shall be paid at the contract unit price per hour for repairs to the Overhead Sectional Doors, Rollup Steel Doors, Automatic Sliding Doors, Exterior and Interior Metal or Wood Swing Doors, ADA Equipped Doors, Door Hardware and Slide Gate Operators and shall be performed between the hours of 7:00 AM. and 3:30 PM, Monday through Friday. The Contractor shall respond to all service calls within four (4) hours after notification by the Equipment and Building Division Maintenance Supervisor regardless of weather conditions (snow, ice, etc.) following a determination by him for the need of repair. It shall be the Contractor's responsibility to ensure all materials and tools are delivered within or adjacent to the area of repair, as specified by the County. All materials needed for the repair shall be paid at the Contractor's cost plus/minus the mark-up/discount indicated under Item No. 5 of the Proposal Page.

All work, replacement parts, materials, supplies and workmanship shall be subject to the approval of the Department of Transportation and Highways or Facilities Management.

ITEM NO. 3: OVERTIME LABOR RATE TO REPAIR OVERHEAD SECTIONAL DOORS, ROLLUP STEEL DOORS, AUTOMATIC SLIDING DOORS, EXTERIOR AND INTERIOR METAL OR WOOD SWING DOORS, ADA EQUIPPED DOORS, DOOR HARDWARE AND SLIDE GATE OPERATORS:

This work shall be paid at the contract unit price per hour for emergency repairs to the Overhead Sectional Doors, Rollup Steel Doors, Automatic Sliding Doors, Exterior and Interior Metal or Wood Swing Doors, ADA Equipped Doors, Door Hardware and Slide Gate Operators and shall be performed on a twenty-four hour, seven day a week schedule, including holidays.. The Contractor shall respond to all service calls within two (2) hours after notification by the Equipment and Building Division Maintenance Supervisor regardless of weather conditions (snow, ice, etc.) following a determination by him for the need of repair. It shall be the Contractor's responsibility to ensure all materials and tools are delivered within or adjacent to the area of repair, as specified by the County. All materials needed for the repair shall be paid at the Contractor's cost plus/minus the mark-up/discount indicated under Item No. 5 of the Proposal Page.

All work, replacement parts, materials, supplies and workmanship shall be subject to the approval of the Department of Transportation and Highways or Facilities Management.

ITEM NO. 4: PARTS NOT COVERED IN ITEM NO. 1

The County may require the Contractor to provide repair services to the doors, and furnish the additional materials & parts necessary for the repairs. Authorization for the work shall be given by the Cook County Department of Transportation and Highways or Department of Facilities Management authorized representative in writing. The Department reserves the right to furnish any or all of the materials or parts necessary for this repair work, in which case no charge for items furnished by the Department shall be made by the Contractor.

When the Contractor is authorized to furnish both parts and labor, invoices shall show the entire cost of each item plus freight charges and mark-up or discount as shown in Item No. 5 allowed for material costs.

All work to be performed under this item shall be issued an authorization number which is to be indicated on the billing.

SPECIFICATIONS

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 shall be purchased from the original manufacturer of the equipment or supplier. The Highway Department or Facilities Management 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 Highway Department or Department of Facilities Management.

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.

Tony Seibert
NAME (SIGNATURE)

Midway Overhead Door
COMPANY

Supervisor
OFFICIAL CAPACITY

708-222-1975
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 1
2325 MEACHAM ROAD
SCHAUMBURG, IL 60195

INSPECTION CONFIRMED BY: *Kevin Casey*
(SIGNATURE)

KEVIN CASEY
(PRINT NAME)

DATE: 3-13-13

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.

Tommy Samuel Jr
NAME (SIGNATURE)

Midway Overhead Door
COMPANY

Supervisor
OFFICIAL CAPACITY

708.222.1975
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 2
2101 BALLARD ROAD
DES PLAINES, IL 60016

INSPECTION CONFIRMED BY: Kevin Casey
(SIGNATURE)

Kevin Casey
(PRINT NAME)

DATE: 3.13.13

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)

Mioway Overhead Door
COMPANY

Supervisor
OFFICIAL CAPACITY

708-222-1975
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 3
901 WEST 26TH STREET
LAGRANGE PARK, IL 60525

INSPECTION CONFIRMED BY: [Handwritten Signature]
(SIGNATURE)

Kevin Casey
(PRINT NAME)

DATE: 3-13-13

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.

Joseph [Signature]
NAME (SIGNATURE)

Midway Overhead Door
COMPANY

Supervisor
OFFICIAL CAPACITY

708-222-1975
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 4
135TH STREET AND 89TH AVENUE
ORLAND PARK, IL 60462

INSPECTION CONFIRMED BY: [Signature]
(SIGNATURE)

KEVIN CASEY
(PRINT NAME)

DATE: 3-13-13

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.

Joseph Sinner
NAME (SIGNATURE)

Midway Overhead Door
COMPANY

Supervisor
OFFICIAL CAPACITY

708.222.1975
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 5
13600 S. ASHLAND AVENUE
RIVERDALE, IL 60406

INSPECTION CONFIRMED BY: Kevin Casey
(SIGNATURE)

Kevin Casey
(PRINT NAME)

DATE: 3.13.13

PROPOSAL

The undersigned declares that they have carefully examined the Proposal Form, General and Special Conditions and Specifications identified as CONTRACT NO. 12-53-236 for the DOOR MAINTENANCE & REPAIR for the COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS AND DEPARTMENT OF FACILITIES MANAGEMENT, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	8	<p>QUARTERLY ROUTINE MAINTENANCE FOR ALL OVERHEAD SECTIONAL DOORS, ROLLUP STEEL DOORS, AUTOMATIC SLIDING DOORS, EXTERIOR & INTERIOR METAL OR WOOD SWING DOORS, ADA EQUIPPED DOORS, DOOR HARDWARE AND SLIDE GATE OPERATORS AT THE FIVE (5) DISTRICTS <u>LISTED IN EXHIBIT A</u>, AS PER SPECIFICATIONS HEREIN.</p> <p>\$ <u>7,120.⁰⁰</u> /JOB</p> <p>\$ <u>56,960.⁰⁰</u> /TOTAL</p>
2.	JOB	2	<p><u>YEARLY ROUTINE MAINTENANCE FOR ALL DOORS, DOOR HARDWARE AND SLIDE GATE OPERATORS AT THE FACILITY MANAGEMENT LOCATIONS LISTED IN EXHIBIT B, AS PER SPECIFICATIONS HEREIN.</u></p> <p>\$ <u>14,240.⁰⁰</u> /JOB</p> <p>\$ <u>28,480.⁰⁰</u> /TOTAL</p>
3.	HOUR	2,200	<p>REGULAR LABOR FOR REPAIR TO OVERHEAD SECTIONAL DOORS, ROLLUP STEEL DOORS, AUTOMATIC SLIDING DOORS, EXTERIOR AND INTERIOR METAL OR WOOD SWING DOORS, ADA EQUIPPED DOORS, DOOR HARDWARE AND SLIDE GATE OPERATORS DURING NORMAL WORKING HOURS (7:00 A.M. THROUGH 3:30 P.M., MONDAY THROUGH FRIDAY), AS PER SPECIFICATIONS HEREIN.</p> <p>\$ <u>89.⁰⁰</u> /HR</p> <p>\$ <u>195,800.⁰⁰</u> /TOTAL</p>

PROPOSAL

YJB

4. HOUR 1,120

PREMIUM LABOR FOR REPAIR TO OVERHEAD SECTIONAL DOORS, ROLLUP STEEL DOORS, AUTOMATIC SLIDING DOORS, EXTERIOR AND INTERIOR METAL OR WOOD SWING DOORS, ADA EQUIPPED DOORS, DOOR HARDWARE AND SLIDE GATE OPERATORS 24 HOURS A DAY, 7 DAYS A WEEK, INCLUDING HOLIDAYS, AS PER SPECIFICATIONS HEREIN.

\$ 133.50 /HR

\$ 149,520.00 /TOTAL

5. 150,000.00

PARTS NOT COVERED IN ITEMS 1-4, TO BE BILLED AT CONTRACTOR'S ACTUAL COST PLUS MARK-UP INDICATED IN THIS BID. (COST OF PARTS, ETC. FIXED AT 150,000.00).

\$150,000.00 + 15 % = \$172,500.00 TOTAL
CONTRACTOR'S ACTUAL COST CONTRACTOR'S MARK-UP

GRAND TOTAL: \$ 603,260.00

DELIVERY DATE: 3 DAYS
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. ONE Date: MARCH 08, 2013

Addendum No. TWO Date: MARCH 22, 2013

Addendum No. THREE Date: MARCH 27, 2013

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

[Handwritten signature]



Midway Overhead Door, Inc.

4845 W. OGDEN AVENUE, CICERO, IL 60804
TEL. (708) 222-1975 • 1-800-214-DOOR (3667) • FAX (708) 222-3956

March 17, 2008

To Whom It May Concern:

I would like to introduce you to Midway Overhead Door, Inc. We were founded in 1984 and are certified as a **Minority Business Enterprise (MBE)**; by the following agencies; **City of Chicago, State of Illinois, Cook County, C.T.A., Metra, and 8A.** Midway Overhead Door is a full service overhead door company which is conveniently located at **4845 W. Ogden Avenue Cicero, IL 60804.** We perform sales, service and distribution in on all types of rolling steel doors, grill doors, dock levelers, dock seals and bumpers, overhead doors and automatic devices for industrial, commercial, residential and institutional accounts in United States and Mexico.

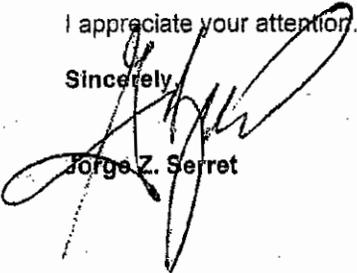
Midway Overhead Door has experience working directly with owners, architects and contractors in design, installation and maintenance of jobs. Our skilled service men are dispatched throughout the Chicago land area by radio to better facilitate an efficient business operation. We take pride in our extensive warehouse which contains over 20,000 sq. ft. of resources needed for the door industry. Our inventory includes a variety of products and sizes. In addition, we offer an individualized, preventative maintenance program to better serve your overhead door needs.

Over the years, Midway Overhead Door, Inc, and individual staff members have made significant contributions to the American construction industry. Midway Overhead Door has worked in many projects and has been frequently recognized for superior construction performance by national and local chapters of the Associated General Contractors of America and other organizations; such as TURNER CONSTRUCTION-Soldier Field Project-FCL-International Produce Market Project and Chicago Manufacturing Campus Building Project-AMEC-Dearborn Center Project-F.H. PASCHEN-Millennium Project.

Midway Overhead Door is recognized as a very proficient and dedicated organization that can satisfy your quality and performance requirements.

I appreciate your attention. Thank you for your time and consideration.

Sincerely,


Jorge Z. Serret

Distributors Of Rolling Steel Overhead Doors & Automatic Devices



Midway Overhead Door, Inc.

4845 W. OGDEN AVENUE, CICERO, IL 60804
TEL. (708) 222-1975 • 1-800-214-DOOR (3667) • FAX (708) 222-3956

CUSTOMER BASE

- **Chicago Transit Authority**
Project: All Bus Terminals City of Chicago
- **F.C.L. Builders**
Project: International Produce Market, Ford Motor Company
- **G.S.A.**
Project: Dirkson Federal Building
- **Thorndale Construction**
Project: Franklin Park Transfer Station
- **W.E. O'Neil Construction**
Project: Church St. Plaza- Evanston, IL
- **Amec**
Project: Dearborn Center, 400 N. LaSalle
- **F.H. Paschen, SN, Nielsen, Inc.**
Project: Engine Co. #54, #8, #82, East Randolph lower level, Chicago Park District, Northwest Middle School, Kenwood Academy, Dodge School, Millenium Project
- **Town of Cicero**
Project: Cicero Fire Department
- **W.H. Smith**
Project: O'Hare International Airport
- **Cook County Government**
Project: Court Facilities. Correctional Facilities, Cook County Jail
- **Cook County Forest Preserve District 1st Ave.**
Project: Forest Preserve Facilities
- **City Colleges of Chicago**
- **Chicago Public Schools**
Project: Curie High school, Kelly High School, John Marshall High School, Lincoln Park High School, John Hope College Prep School, Gage Park High School

Distributors Of Rolling Steel Overhead Doors & Automatic Devices



Midway Overhead Door, Inc.

4845 W. OGDEN AVENUE, CICERO, IL 60804
TEL. (708) 222-1975 • 1-800-214-DOOR (3667) • FAX (708) 222-3956

- **Bentley of Downer's Grove/ Luxury Motors of Downer's Grove**
Project: Bentley showroom and Luxury Motors showroom
- **Bataglia Distributors, Inc.**
Project: Bataglia, Inc
- **Garfield Park Conservatory**
Project: Garfield Park Conservatory
- **Chicago Housing Authority**
Project: Maintenance Facilities Place
- **Turner Construction**
Project: Soldier Field, University of Chicago
- **Mahon Door Corporation**
- **Metropolitan Water Reclamation**
Project: Stickney, Chicago
- **Harbor Towers**
Project: Harbor Tower

Distributors Of Rolling Steel Overhead Doors & Automatic Devices

TONI PRECKWINKLE
PRESIDENT



SHANNON ANDREWS
CHIEF PROCUREMENT OFFICER

118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

ADDENDUM NO. 1

DATE: MARCH 8, 2013

DOOR SYSTEM MAINTENANCE & REPAIR
FOR
COOK COUNTY DEPARTMENT OF TRANSPORTATION & HIGHWAYS
AND DEPARTMENT OF FACILITIES MANAGEMENT

CONTRACT NO. 12-53-236

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. General:
This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.
- B. Bid Form:
Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.
- C. Attachments:
The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.
- D. Filing:
Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

Contract Document Number 12-53-236 - Addendum No. 1
Page Two

E. Special Conditions Page SC-2

CHANGE FROM: Remove Special Conditions Page SC-2

CHANGE TO: Insert attached Special Conditions Page SC-2A

The Mandatory Pre-Bid Conference will be held at 9:00 a.m. at Cook County Department of Transportation and Highways District No. 1, 2325 Meacham Road, Schaumburg, Il 60195


ORIGINATED BY:
KEVIN CASEY
SPECIFICATIONS ENGINEER

SHANNON ANDREWS
CHIEF PROCUREMENT OFFICER
OF COOK COUNTY

Ed

TONI PRECKWINKLE
PRESIDENT



118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

SHANNON ANDREWS
CHIEF PROCUREMENT OFFICER

ADDENDUM NO. 2

DATE: MARCH 22, 2013

DOOR SYSTEM MAINTENANCE & REPAIR
FOR
COOK COUNTY DEPARTMENT OF TRANSPORTATION & HIGHWAYS
AND DEPARTMENT OF FACILITIES MANAGEMENT

CONTRACT NO. 12-53-236

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. General:
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Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

Contract Document Number 12-53-236 - Addendum No. 2
Page Two

E. Bid Opening Date

Change From: Friday, March 29, 2013 at 10:00 a.m.

Change To: Friday, April 5, 2013 at 10:00 a.m.

F. Cover Page

Change From: Remove Cover Page from contract.

Change To: Insert the attached Revised Cover Page CP-A

G. Bid Opening Envelope

Change From: Discard the Bid Opening Envelope.

Change To: Use the attached Revised Bid Opening Envelope.


ORIGINATED BY:
KEVIN CASEY
SPECIFICATIONS ENGINEER

SHANNON ANDREWS
ACTING CHIEF PROCUREMENT
OFFICER OF COOK COUNTY

SH

TONI PRECKWINKLE
PRESIDENT



SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

ADDENDUM NO. 3

DATE: MARCH 27, 2013

DOOR SYSTEM MAINTENANCE & REPAIR
FOR
COOK COUNTY DEPARTMENT OF TRANSPORTATION & HIGHWAYS
AND DEPARTMENT OF FACILITIES MANAGEMENT

CONTRACT NO. 12-53-236

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. General:
This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.
- B. Bid Form:
Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.
- C. Attachments:
The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.
- D. Filing:
Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

Contract Document Number 12-53-236 - Addendum No. 3
Page Two

E. Changes to Specification Pages S-1 and S-2

Remove Specifications Pages S-1 and S-2.

Insert the attached Specifications Pages S-1A and S-2A.

Changes to Specification Pages S-5 through S-10

Remove Specifications Pages S-5 through S-10.

Insert the attached Specifications Pages S-5A through S-10A

F. Changes to Proposal Pages P-1 and P-2

Remove Proposal Pages P-1 and P-2.

Insert the attached Proposal Pages P-1A and P-2A.

G. Changes to Exhibit Page EX-1

Remove Exhibit Page EX-1.

Insert the attached Exhibit Pages EX-A-1A.

H. Exhibit Page EX-2

Insert the attached Exhibit Pages EX-B-1A through EX-B-4A after the last Highway Floor Plan.

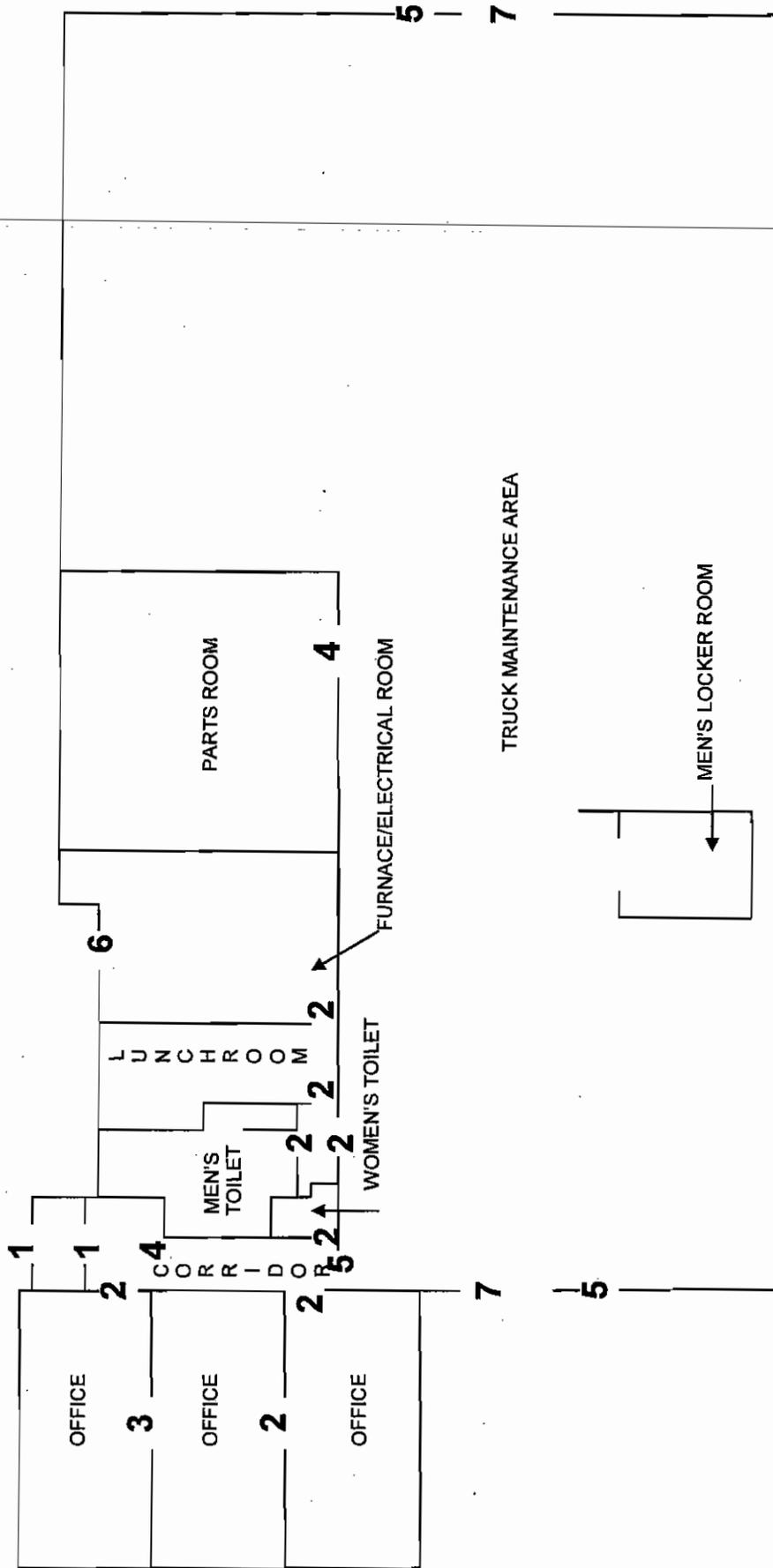

ORIGINATED BY:
KEVIN CASEY
SPECIFICATIONS ENGINEER


SHANNON ANDREWS
CHIEF PROCUREMENT OFFICER
COUNTY OF COOK *AW*

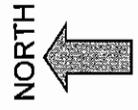
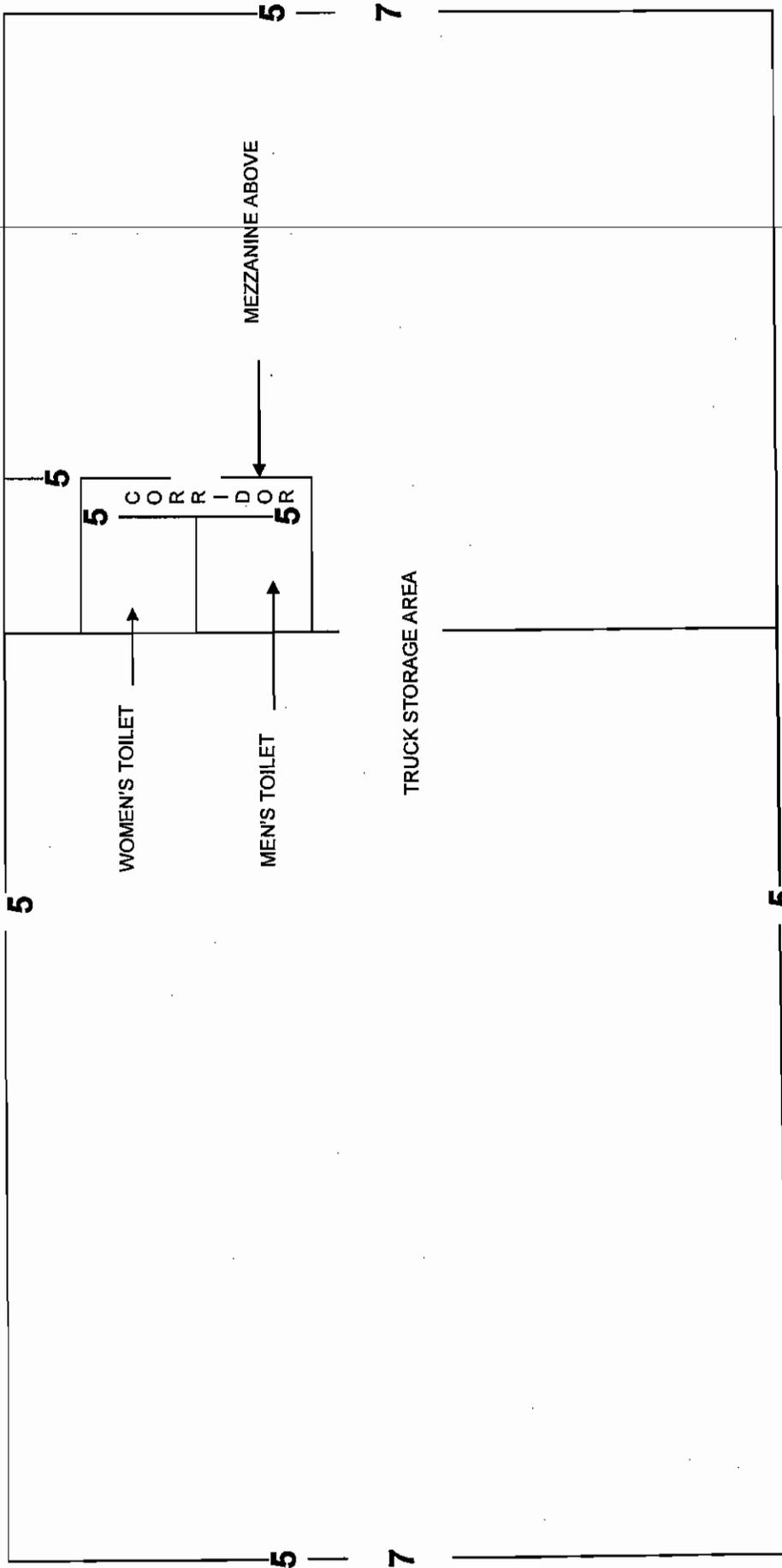
EXHIBIT

EXHIBIT A

EQUIPMENT LIST AND FLOOR PLANS
FOR THE
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

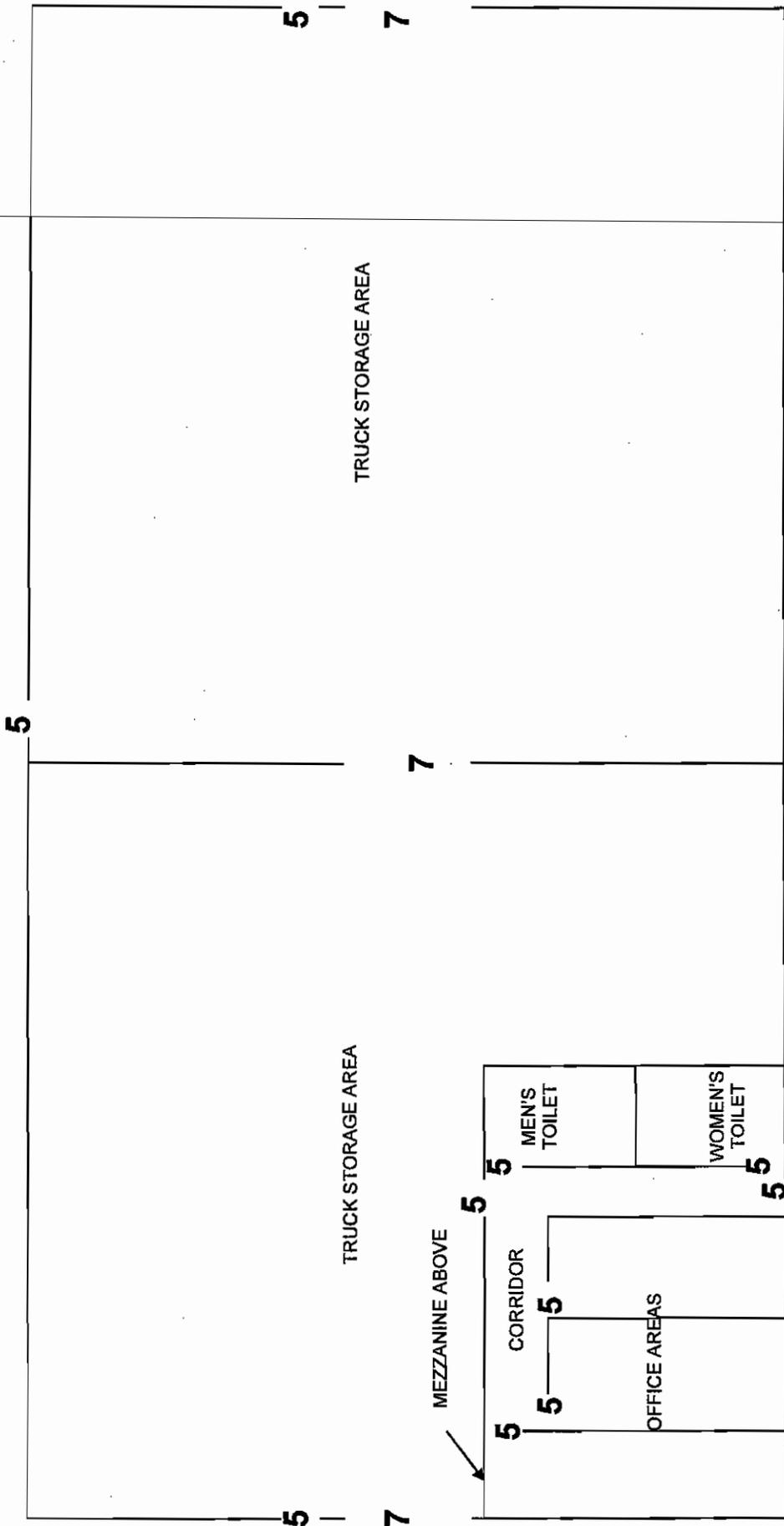


COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 1
 BUILDING 'A' TRUCK MAINTENANCE AREA & OFFICES
 2335 MEACHAM ROAD
 SCHAUMBURG, ILLINOIS 60195
 FLOOR PLAN
 "FOR REFERENCE ONLY"



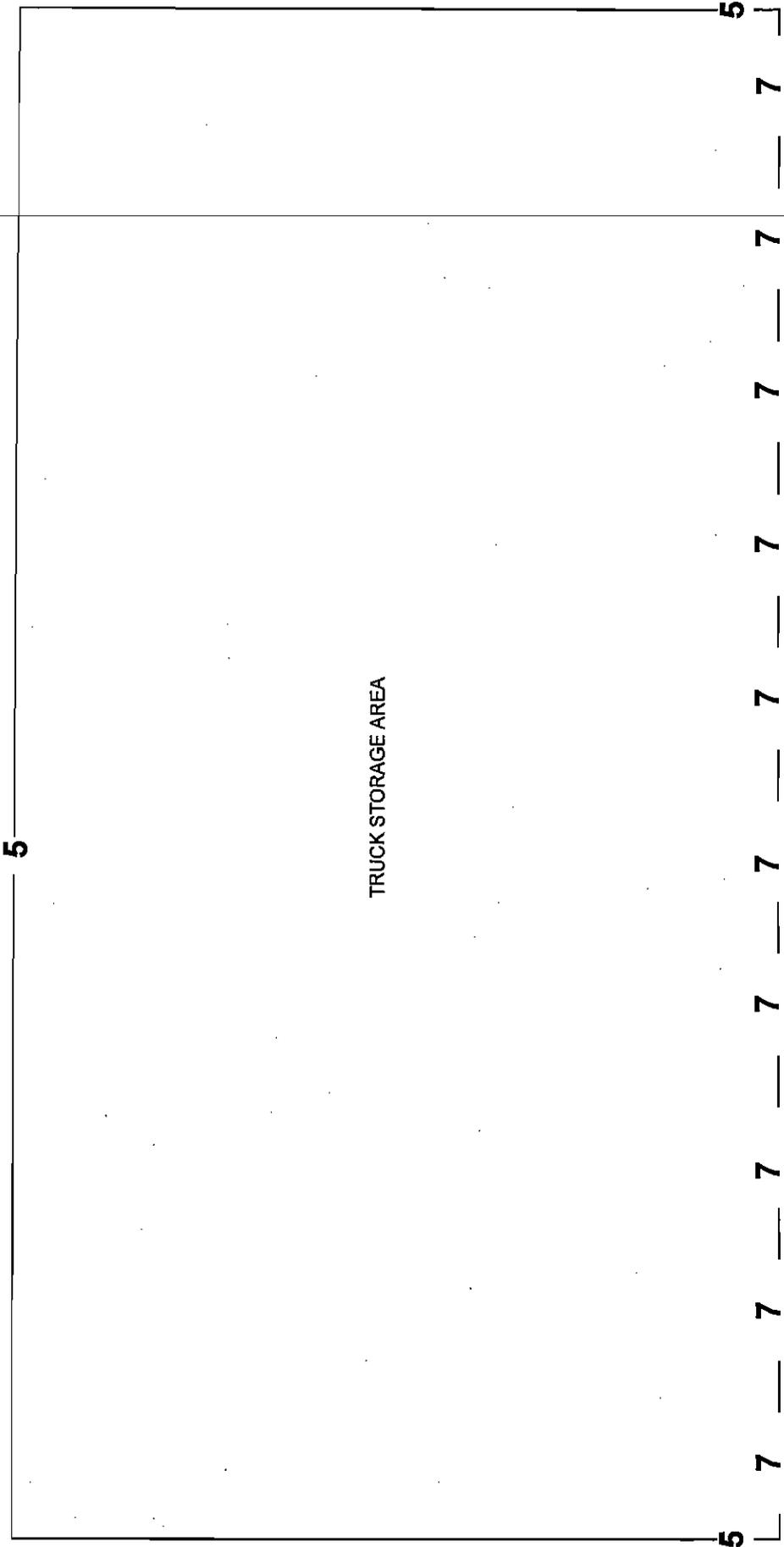
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 1, BUILDING 'B' TRUCK STORAGE AREA
 SCHAUMBURG, ILLINOIS 60195

FLOOR PLAN
 "FOR REFERENCE ONLY"



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 1, BUILDING 'C' TRUCK STORAGE AREA
 SCHAUMBURG, ILLINOIS 60195

FLOOR PLAN
 "FOR REFERENCE ONLY"

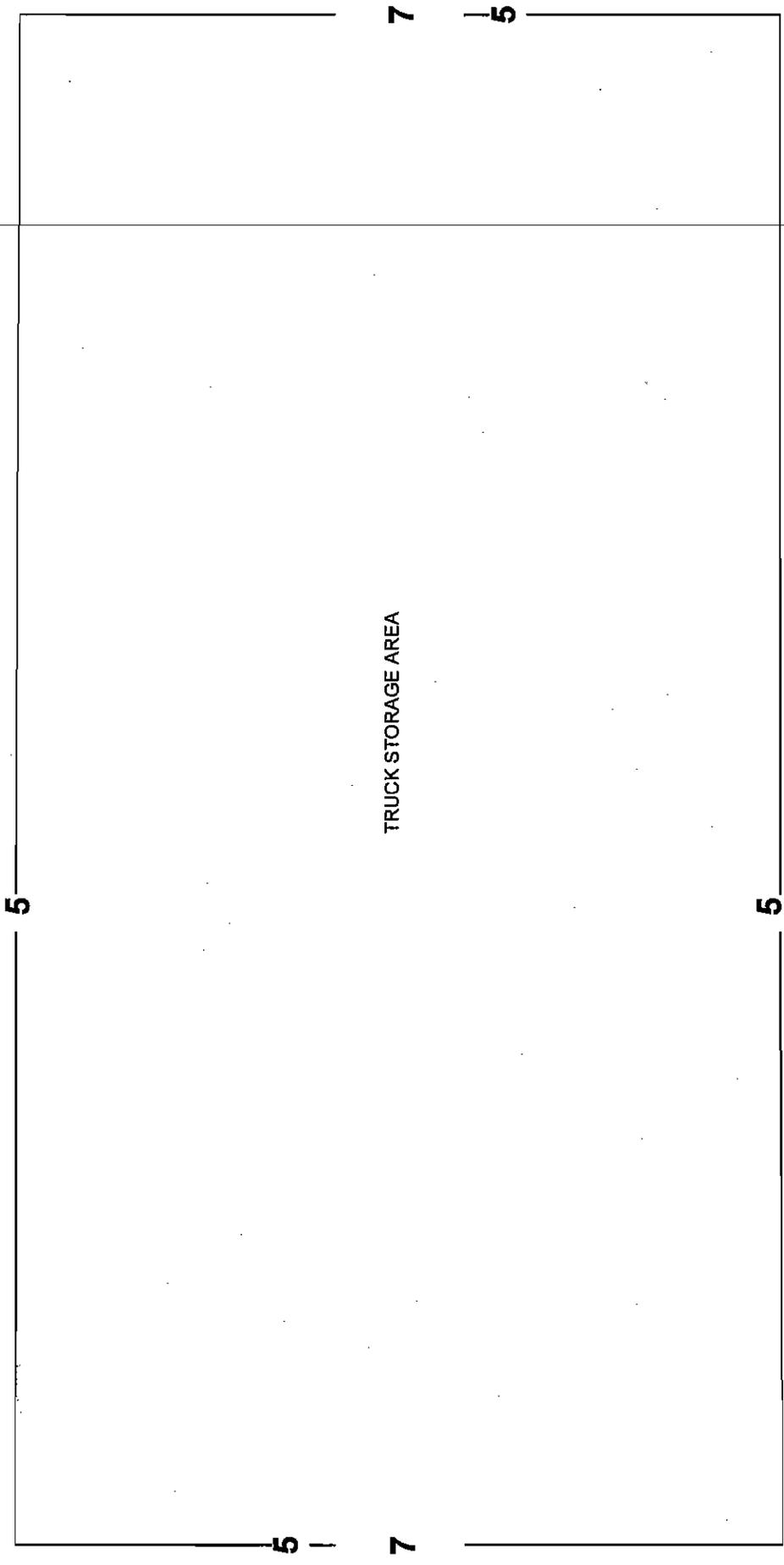


TRUCK STORAGE AREA

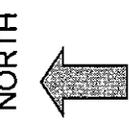
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
DISTRICT NO. 2, BUILDING 'B' TRUCK STORAGE AREA
DES PLAINES, ILLINOIS 60016

FLOOR PLAN
"FOR REFERENCE ONLY"

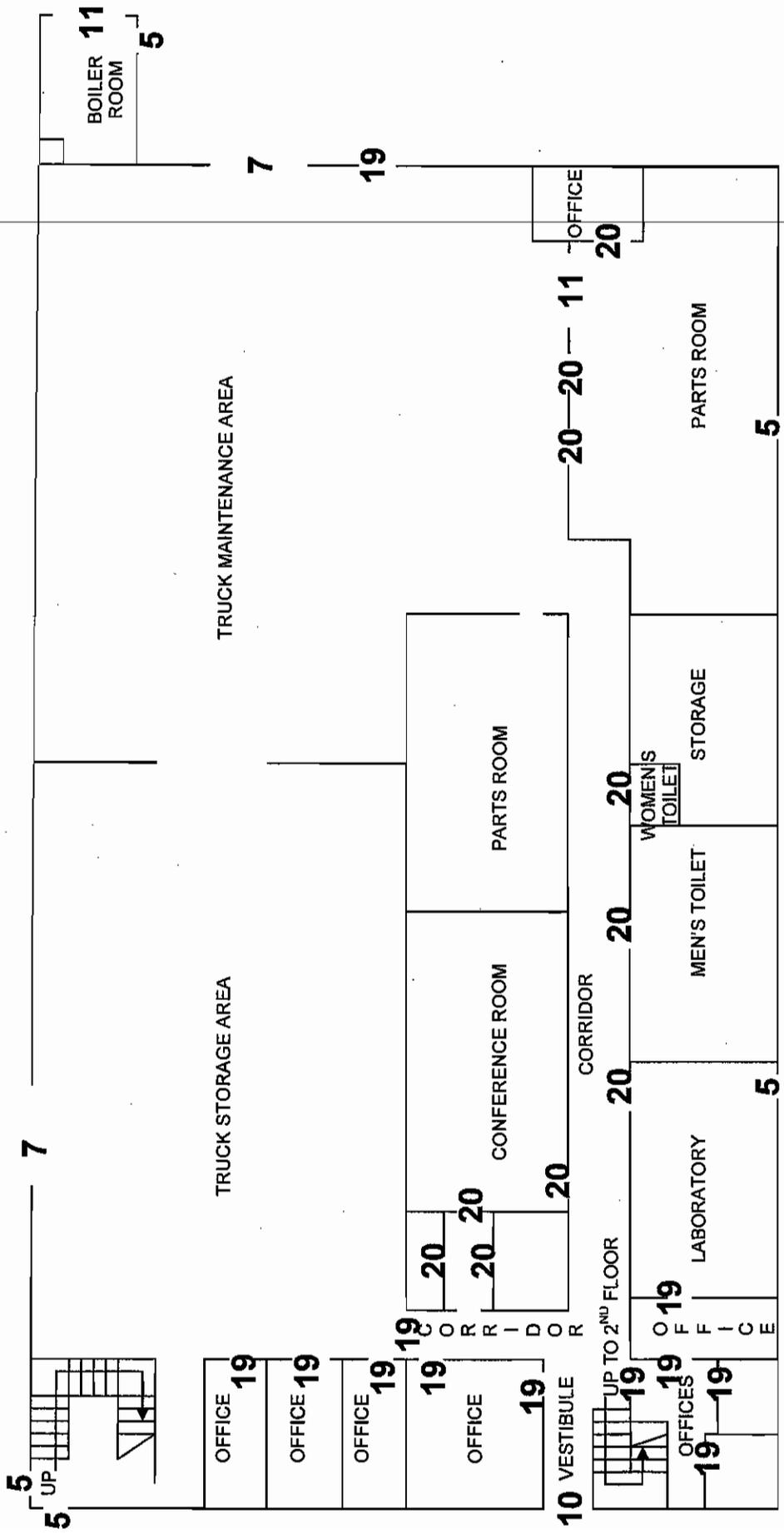




COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
DISTRICT NO. 2, BUILDING 'C' TRUCK STORAGE AREA
DES PLAINES, ILLINOIS 60016



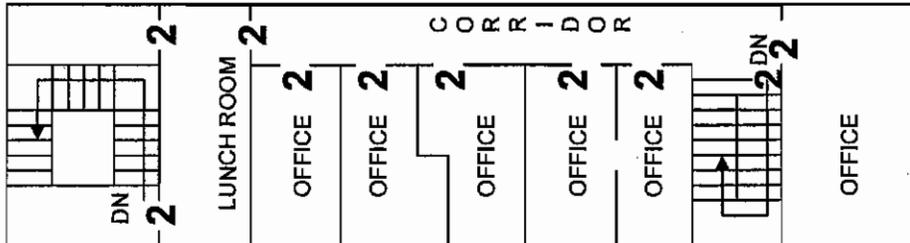
FLOOR PLAN
"FOR REFERENCE ONLY"



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 3, BUILDING 'A' TRUCK MAINTENANCE / STORAGE AREA & OFFICES
 LAGRANGE PARK, ILLINOIS 60525

FLOOR PLAN
"FOR REFERENCE ONLY"

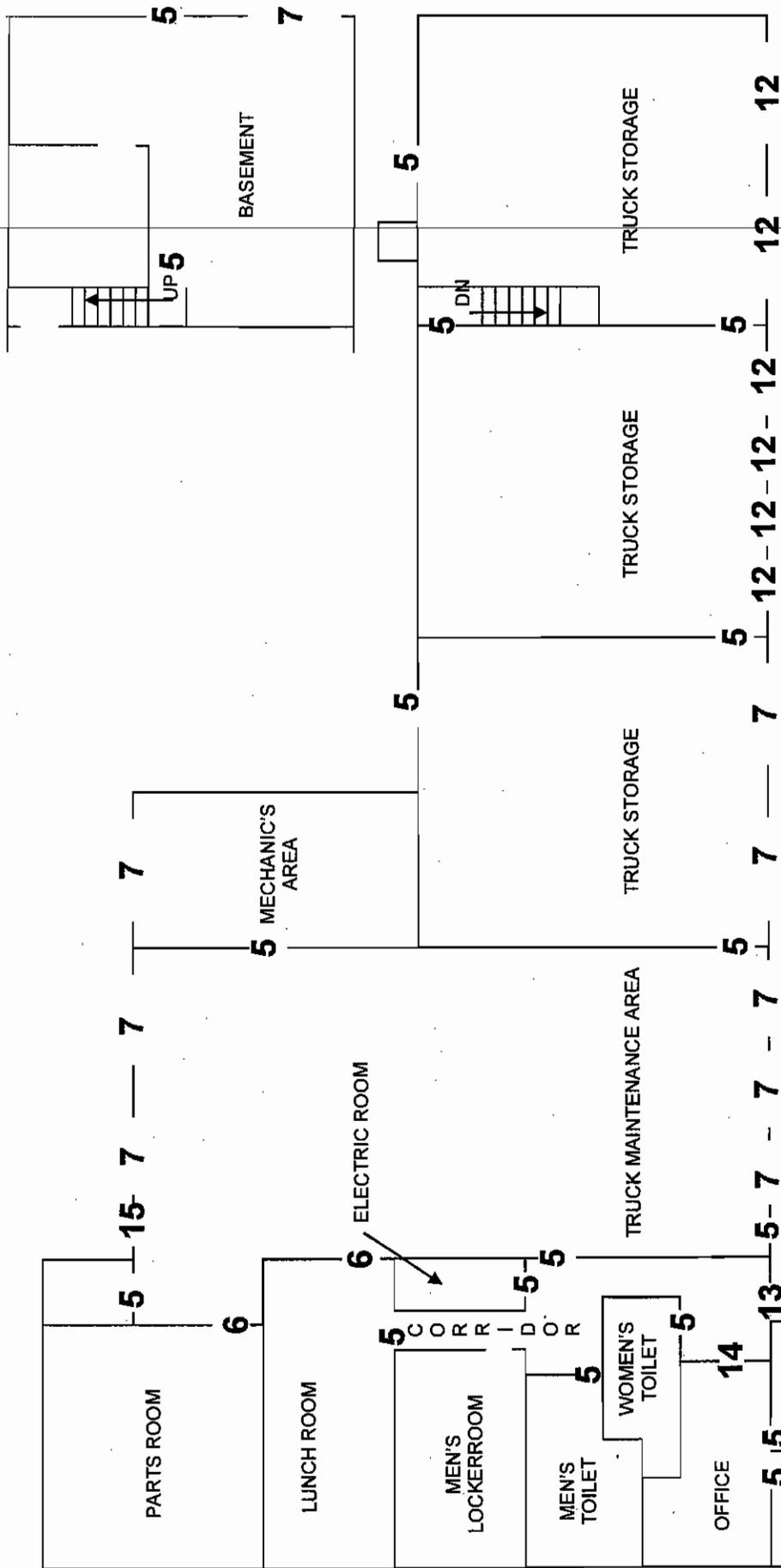




**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 3, BUILDING 'A' TRUCK MAINTENANCE / STORAGE AREA & OFFICES
 LAGRANGE PARK, ILLINOIS 60525**

**SECOND FLOOR PLAN
 "FOR REFERENCE ONLY"**

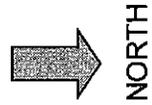
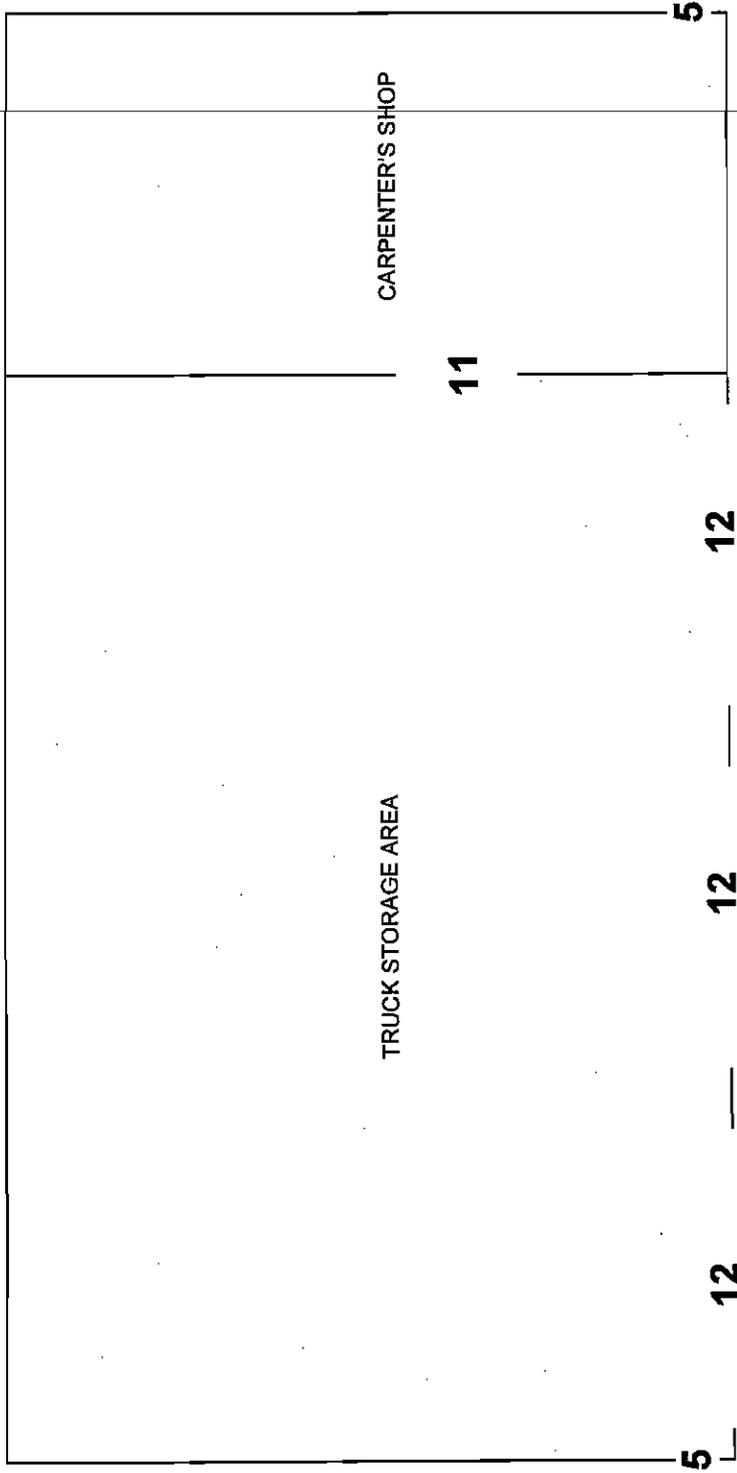




COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 4, BUILDING 'A' OFFICES & TRUCK MAINTENANCE AREAS
 ORLAND PARK, ILLINOIS 60462

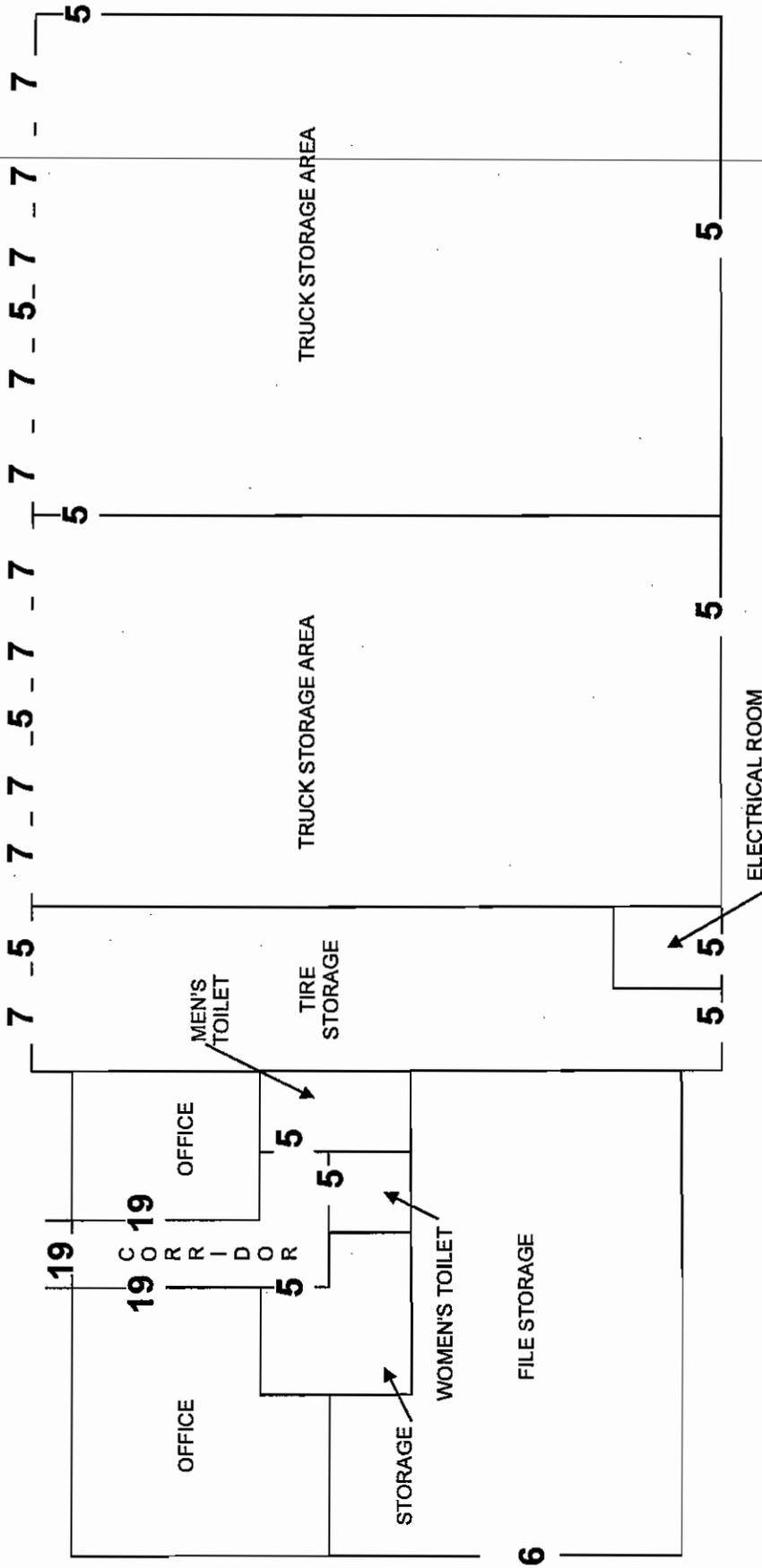


FLOOR PLAN
 "FOR REFERENCE ONLY"



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 4, BUILDING 'B' TRUCK STORAGE AREAS
 ORLAND PARK, ILLINOIS 60462

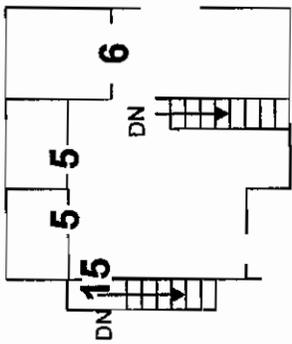
FLOOR PLAN
 "FOR REFERENCE ONLY"



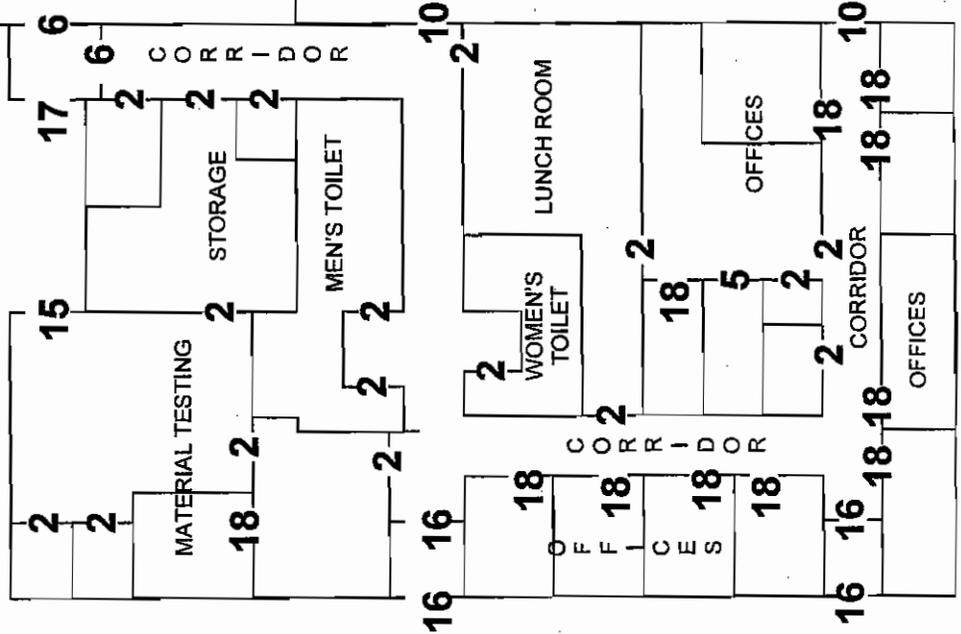
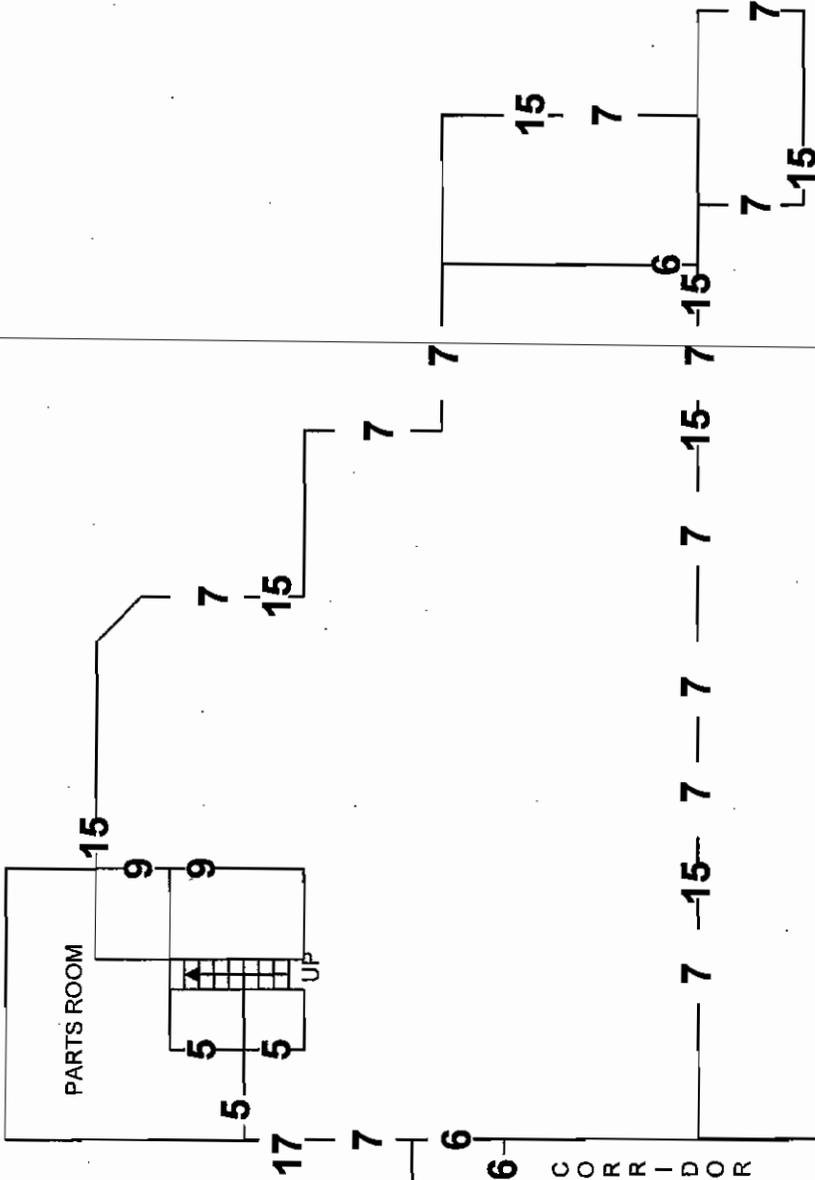
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 4, BUILDING 'C' OFFICES & TRUCK STORAGE AREAS
 ORLAND PARK, ILLINOIS 60462



FLOOR PLAN
 "FOR REFERENCE ONLY"



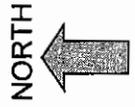
MEZANINE FLOOR PLAN

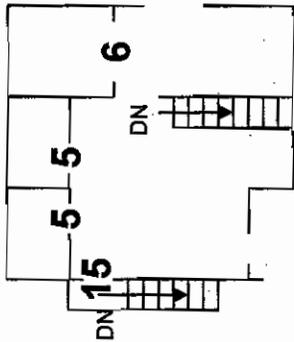


COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
 DISTRICT NO. 5, BUILDING 'A' OFFICES & TRUCK MAINTENANCE AREA
 RIVERDALE, ILLINOIS 60406

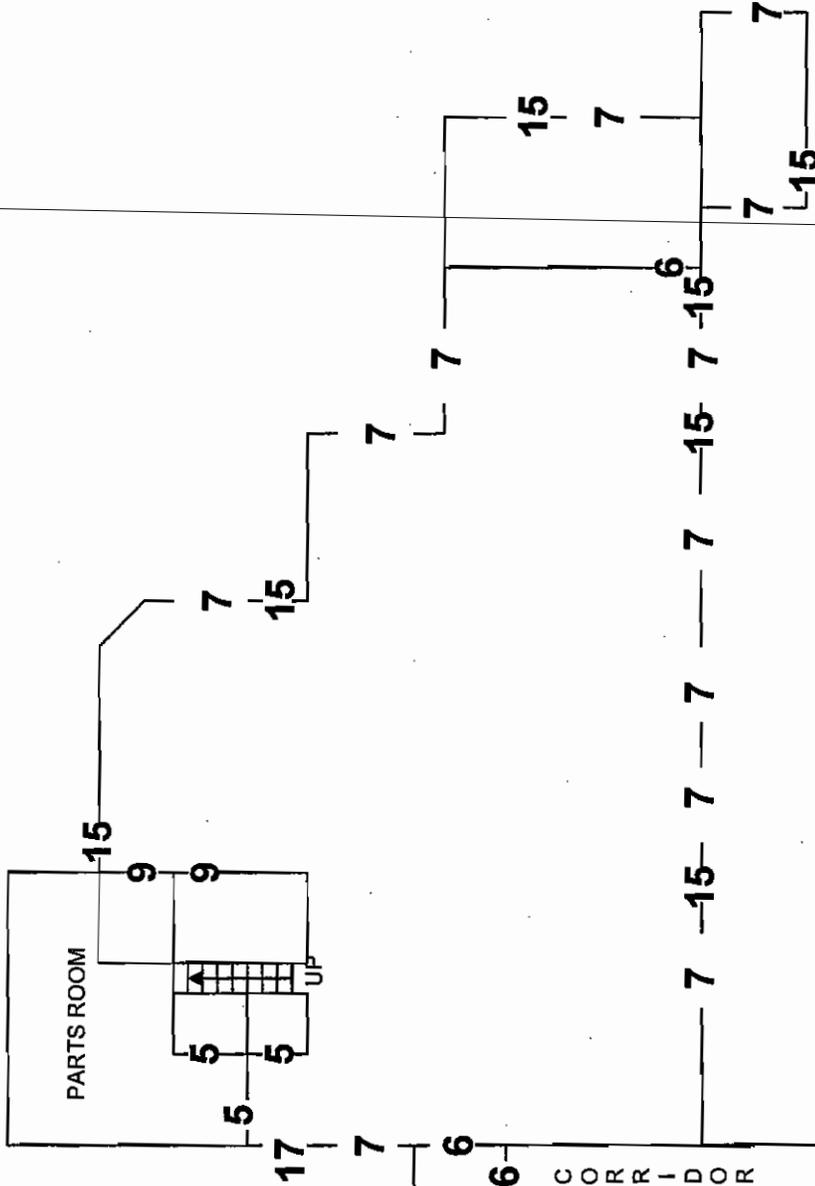
FLOOR PLAN

"FOR REFERENCE ONLY"





MEZZANINE FLOOR PLAN

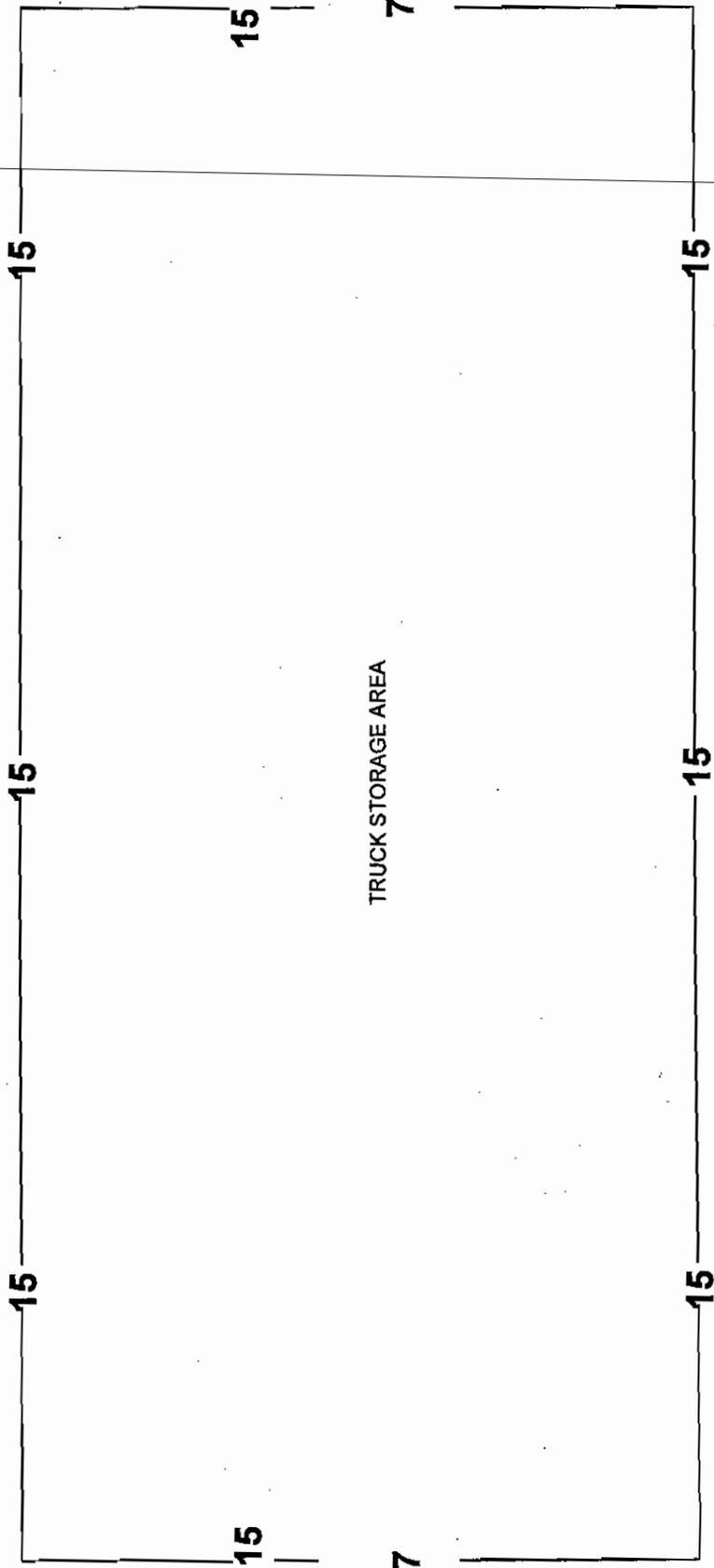


FLOOR PLAN

"FOR REFERENCE ONLY"



**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
DISTRICT NO. 5, BUILDING 'A' OFFICES & TRUCK MAINTENANCE AREA
RIVERDALE, ILLINOIS 60406**



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
DISTRICT NO. 5, BUILDING 'B' TRUCK STORAGE AREA
RIVERDALE, ILLINOIS 60406

FLOOR PLAN
"FOR REFERENCE ONLY"



EXHIBIT

EXHIBIT B

EQUIPMENT LIST
FOR THE
COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

FACILITY MANAGEMENT DOOR LIST

3rd District Courthouse, 2121 Euclid, Rolling Meadows, IL				
1	22x14	Coiling Service Door	Motor	Exterior Dock
1	22x14	Coiling Service Door	Motor	Interior
1	6x6	Mechanical Dock Leveler	Manual	
2nd District Courthouse, 5600 Old Orchard Road, Skokie, IL				
1	28x14	Coiling Service Door	Motor	Exterior Dock
1	12x13	Coiling Service Door	Motor	Dock at Compactor
1	4x4	Coiling Fire Counter Shutter	Manual	Dock
2	6x6	Mechanical Dock Leveler	Manual	Dock
2	18x14	Overhead Coiling Grille	Motor	Sallyport
1	26x14	Coiling Service Door	Motor	Sallyport
1	10x4	Coiling Fire Counter Shutter	Manual	Sheriff's office
2	4x4	Coiling Fire Counter Shutter	Manual	Sheriff's office
4th District Courthouse, 1500 Maybrook Drive, Maywood, IL				
1	12x12	Coiling Service Door	Motor	Dock
2	6x8	Mechanical Dock Leveler	Manual	Dock
1	12x12	Coiling Service Door	Motor	Bus Parking
1	8x8	Coiling Service Door (ext mount)	Motor	Gun Range
2	10x10	Sectional Overhead Door	Motor	24 Hr Lockup
5th District Courthouse, 10220 S. 76th Ave., Bridgeview, IL				
1	22x14	Hi Speed - Hydraroll	Motor	Exterior Dock
1	22x14	Coiling Service Door	Motor	Interior
1	6x6	Mechanical Dock Leveler	Manual	Dock
6th District Courthouse, 16501 S Kedzie, Markham, IL				
1	22x14	Coiling Service Door	Motor	Exterior Dock
1	22x14	Coiling Service Door	Motor	Interior
1	6x6	Mechanical Dock Leveler	Manual	Dock
Cook County Building, 118 N. Clark Street, Chicago, IL				
1		Coiling Overhead Fire Door - fuse link	Manual	to Dailey Ctr
2		Coiling Overhead Fire Door - fuse link	Manual	to City

FACILITY MANAGEMENT DOOR LIST

Domestic Violence Courthouse, 555 West Harrison Street, Chicago, IL					
1	24x14	Coiling Service Door	Motor		Dock
2		Edge of Dock Levelers	Motor		Dock
1	16x8	Sectional Overhead Door	Motor		Judge Garage
2	12x12	Hi Speed - Hydraroll	Motor		Sallyport
Medical Examiner's Office, 2121 West Harrison St., Chicago, IL					
2	10x12	Coiling Service Door	Motor		Dock
Juvenile Temporary Detention Center, 1100 S. Hamilton Street, Chicago, IL					
1	6x6	Mechanical Dock Leveler	Manual		Dock
2	12x12	Overhead Coiling Grille	Motor		Sallyport
1	10x12	Coiling Service Door	Crank		Chiller
2	12x12	Coiling Service Door	Motor		Private Parking
2	12x14	Coiling Service Door	Motor		Dock Tunnel Entrance & Exit
1	12x12	Coiling Service Door	Motor		North Storage Bin
5	8x8	Coiling Overhead Fire Door, fuse link	Motor		Dock & storeroom
1	16x8	Coiling Service Door	Motor		Pump room
Hawthorne Warehouse, 454 West Cermak Avenue, Chicago, IL					
23	9x9	Sectional Overhead Door	Motor		Docks
23	6x8	Mechanical Dock Leveler	Manual		Docks
2	12x14	Sectional Overhead Door	Motor		North Elev.
1	12x14	Sectional Overhead Door	Motor		East Elev.
2	12x14	Sectional Overhead Door	Motor		South Elev.
1	16x10	Coiling Service Door	Motor		Interior
1	10x10	Hi Speed - Spiral	Motor		Interior
Rockwell Warehouse, 2323 South Rockwell Ave., Chicago, IL					
2	12x12	Coiling Service Door	Motor		Maintenance East Elev.
2	12x10	Coiling Service Door	Motor		Mechanic Bays
2	12x12	Coiling Service Door	Motor		Receiving Dock East Elev.
1	10x10	Coiling Service Door	Motor		Storage East Elev.
9	8x9	Coiling Overhead Fire Door	Manual		NOT USED

**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	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com 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: MIDWAY OVERHEAD DOOR INC
Address: 4845 W. OGDEN AVE CICERO, IL 60804
E-mail: JORGE@MIDWAYDOOR.COM
Contact Person: JORGE SERRET Phone: 708 372-6503
Dollar Amount Participation: \$ 484,800.00
Percent Amount of Participation: 100% %
*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: EXTRA CLEAN INC/DBA/ECE
Address: 1948 W. GRAND AVE CHICAGO, IL 60622
E-mail: LHERRERA ECE@GMAIL.COM
Contact Person: LETICIA HERRERA Phone: 773-510-9698
Dollar Amount Participation: \$ 12,065.00
Percent Amount of Participation: 2% %
*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

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



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 14 2012

Jorge Serret
Midway Overhead Door, Inc.
4845 W. Ogden Avenue
Cicero, IL 60804-3662

Annual Certificate Expires: September 1, 2012

Dear Jorge Serret:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next **No Change Affidavit** is due by **September 1, 2012**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days prior to the date of expiration**.

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:

- o file your **No Change Affidavit** within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.

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

**DOOR INSTALLATION, MAINTENANCE, AND REPAIR (METAL); DOOR
INSTALLATION, MAINTENANCE, AND REPAIR (WOOD)**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal 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,


Jamie L. Rhee
Chief Procurement Officer

FH



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

January 05, 2010

Vendor Number: 363638316

Jorge Serret
Midway Overhead Door Inc
4845 W Ogden Avenue
Cicero, IL 60804-3662

Dear Vendor:

I am writing in response to your submission to renew your status as an Illinois based small business under the Illinois Procurement Code, Section 45-45.

The tax forms that you have submitted for renewal have been approved and your status as a small business has been extended for a three year period. At the end of this three year period you will be notified of the requalification requirements. It is your responsibility to notify this office if your business no longer meets the dollar thresholds to qualify for the program.

Please note that the Small Business Set-Aside Program is one that gives preference to small businesses over other businesses. If you accept a contract set aside for small business when you are not eligible, you risk suspension from doing future business with the State for up to five years, and you may be guilty of a Class A misdemeanor.

All bid opportunities (excluding construction) are posted on the IllinoisBID section of Illinois Procurement Bulletin via the internet. You can find the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>. After enrolling your company and users, you will be able to access IllinoisBID to view bid opportunities with the State of Illinois.

If you have any questions, please contact Melissa Bullock, Small Business Coordinator, (217) 785-3901 or email our office at cms.smallbusiness@illinois.gov.

Sincerely,

Mary Przada
Acting Small Business Specialist

(L61)

516 Stratton Office Building, Springfield, Illinois 62706

Printed on Recycled Paper

ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 116235-00
Date Eligible: 11/09/2009
Expires on: 11/09/2014

JORGE Z. SERRET
MIDWAY OVERHEAD DOOR INC.
4845 W. OGDEN AVE
CICERO IL 60804

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

PC-55 (Rev 05/2003)

100 West Randolph Street, James R. Thompson Center, Suite 10-100, Chicago, Illinois 60601, 312-814-8200, 312-263-1579 (TDD)

COOK COUNTY GOVERNMENT LETTER OF INTENT [SECTION 2]

M/WBE Firm: ECT Certifying Agency: CMS/CMBDC/County
Address: 1948 W. Grand Ave Certification Expiration Date: 9/2013/2013
City/State: Chicago Zip: 60612 FEIN #: 36-36655224
Phone: 773-510-9698 Fax: 312-563-1969 Contact Person: Leticia Ferrer
Email: Lherreracri@gmail.com Contract #: 773-510-9698
12-53-236

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:

PAINTING AND CLEANING SERVICES

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

\$ 12,065.20 NET 30 - AFTER EACH JOB

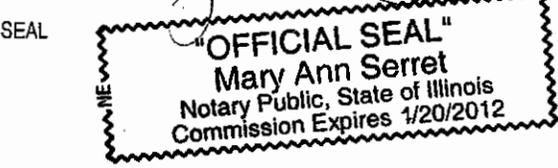
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

Signature (M/WBE) [Signature]
Print Name Leticia Ferrer
Firm Name ECT
Date 3/28/2013

Signature (Prime Bidder/Proposer) [Signature]
Print Name JORGE SERRET
Firm Name MIDWAY OVERHEAD DOOR INC
Date 3/28/13

Subscribed and sworn before me
this 28 day of March, 2013
Notary Public [Signature]



Subscribed and sworn before me
this 28 day of March, 2013
Notary Public [Signature]



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



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

Earlean Collins	1 st Dist.	Bridget Gainer	10 th Dist.
Robert Steele	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Filchey	12 th Dist.
William M. Beavers	4 th Dist.	Lawrence Sufredin	13 th Dist.
Deborah Sims	5 th Dist.	Gregg Goolin	14 th Dist.
Jean P. Murphy	6 th Dist.	Timothy G. Schneider	15 th Dist.
Jesus G. Garcia	7 th Dist.	Jeffrey R. Tobolski	16 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter N. Silvestri	9 th Dist.		

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

February 5, 2013

Leticia Herrera
Extra Clean Inc. d/b/a ECI
2131 W. 18th Street
Chicago, IL 60618

Re: Cook County MBE/WBE/VBE Certification Extension

Dear Ms. Herrera:

Please be advised that your status as a certified Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Veteran Business Enterprise (VBE) has been extended until **June 30, 2013**.

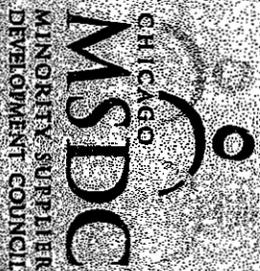
This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents if requested.

This Certification Extension does not guarantee continued eligibility in Cook County's MBE/WBE/VBE Program.

In responding to procurement opportunities, as evidence of your current MBE/WBE/VBE certification with Cook County, you may include this Extension Letter and most recent Certification


Paulette Brooks
Interim Contract Compliance Director

PB/ek



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

EXTRA CLEAN, INC. (dba: ECI)

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 236220, 238140, 238990, 561730**

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

Product/Service Description: CONSTRUCTION MANAGEMENT; PROJECT MANAGEMENT; LANDSCAPING; SPECIALTY CLEANING; MISCELLANEOUS SERVICES

8/31/2012

CH2745

Issued Date

Certificate Number

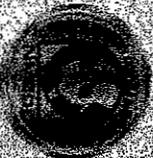
8/31/2013

Expiration Date

President ChicagoMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>

An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)





ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

November 1, 2012

Leticia Herrera
Extra Clean Inc
2133 W 18th St
Chicago, IL 60608-1805

Certification Term Expires: August 31, 2013

Dear Business Owner:

Re: MBE Recognition Certification Approval
(CMSDC)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Chicago Minority Supplier Development Council's (CMSDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the CMSDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

**SERVICES, MASONRY
SERVICES, MISC.**

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,


Gladys Rodriguez
Certification Manager
Business Enterprise Program

(LZIMBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper

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.



Midway Overhead Door, Inc.

4845 W. OGDEN AVENUE, CICERO, IL 60804
TEL. (708) 222-1975 • 1-800-214-DOOR (3667) • FAX (708) 222-3956

March 28, 2013

To Whom It May Concern:

We have made inquiries and conducted a search to find a WBE that is certified as an overhead door installer. We are 100% MBE and due to the fact that we cannot find direct participation in this area we therefore request a partial waiver to utilize a WBE indirectly for this matter.

Sincerely,

Jorge Serret / Midway Overhead Door, Inc.

Distributors Of Rolling Steel Overhead Doors & Automatic Devices

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 Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

N/A

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

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

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

Yes: No: _____

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

4845 W. Ogden Ave Cicero, IL 60804

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

Yes: No: _____

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____
N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: JOE SERRET D/B/A: MIDWAY OVERHEAD DOOR EIN NO.: 36-3638316

Street Address: 4845 W. OGDEN AVE

City: CICERO State: IL Zip Code: 60804

Phone No.: 708-222-1975

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
JORGE SERRET	4815 W. OGDEN AVE CICERO, IL 60804	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
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [N/A] 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
N/A			

Declaration (check the applicable box):

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

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

[Signature]
Signature

JORGE@AMIA-PAUDCOR.COM
E-mail address

PRESIDENT
Title

3-28-13
Date

708-222-1915
Phone Number

Subscribed to and sworn before me
this 28 day of March 2013

x [Signature]
Notary Public Signature





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.cookecountygov.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: _____ Title: _____
Business Entity Name: _____ Phone: _____
Business Entity Address: _____

_____ 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 _____ Date 3-28-13

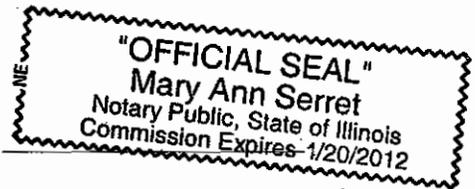
Subscribe and sworn before me this 28 Day of March, 2013

a Notary Public in and for DuPage County

Mary Ann Serret
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____



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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

N/A

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

N/A

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____

N/A

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

N/A

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: _____

N/A

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

N/A

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____ N/A _____

BUSINESS ADDRESS: _____ N/A _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____ N/A _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

N/A

Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

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

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

BUSINESS NAME: MIDWAY OVERHEAD DOOR

BUSINESS ADDRESS: 4845 W. OGDEN AVE
CICERO IL 60804

BUSINESS TELEPHONE: 708-222-1975 FAX NUMBER: 708-222-3956

CONTACT PERSON: JOE SERRET

FEIN: 36-3638316 *IL CORPORATE FILE NUMBER: D5503-438-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: JOE SERRET VICE PRESIDENT: SAME

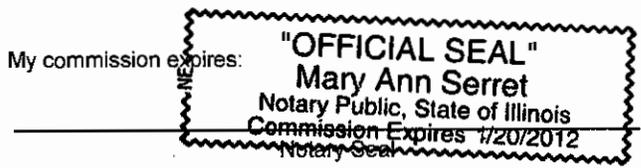
SECRETARY: SAME TREASURER: SAME

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
28 day of March, 2013

X Mary Ann Serret
Notary Public Signature



* 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.

WHITCUP & ARCE, P.C.
ATTORNEYS AT LAW

LEONARD S. WHITCUP
EDWARD A. ARCE
CHRISTOPHER E. KURCZABA

3618 WEST 26TH STREET
CHICAGO, ILLINOIS 60623
(773) 762-1183
FAX (773) 762-1154

SEVENTH FLOOR - DORAL PLAZA
155 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601
(312) 565-2288
Fax (312) 565-2635

6219 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646
(773) 774-0011
Fax (773) 763-0503

July 11, 2006

Cook County Facilities Management
2245 West Ogden Avenue
Chicago, Illinois 60612

Re: Midway Overhead Door, Inc.

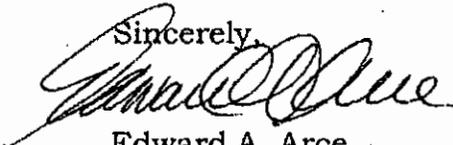
Gentlemen:

Please be advised that I am the attorney for Midway Overhead Door, Inc. In my capacity as attorney for said company, I am familiar with the corporate structure and the officers.

As of this date, Jorge Serret occupies the offices of President and Secretary of the Corporation.

Should you have any further questions, please contact me at (773) 762-1183.

Sincerely,

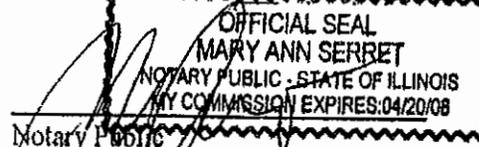


Edward A. Arce

EAA:vtl

Cc: Jorge Serret

It witness where of the undersigned
has set his hand this 12th day of July 06



Notary Public



Midway Overhead Door, Inc.

4845 W. OGDEN AVENUE, CICERO, IL 60804
TEL. (708) 222-1975 • 1-800-214-DOOR (3667) • FAX (708) 222-3956

INCUMBENCY CERTIFICATE OF MIDWAY OVERHEAD DOOR, INC.

The undersigned, being the president, vice president, secretary and treasurer of 100% of the outstanding shares of Midway Overhead Door, Inc., do hereby certify that as of the date hereof as follow:

1. Jorge Serret is the President and Vice President of Midway Overhead Door, Inc. and is duly authorized to execute documents on behalf of the company, and the signature appearing opposite the name of such person is such person's authentic signature:

Jorge Serret

2. Jorge Serret is the Secretary of Midway Overhead Door, Inc. and is duly authorized to attest to documents on behalf of the company, ;and signature appearing opposite the name of such person's authentic signature:

Jorge Serret

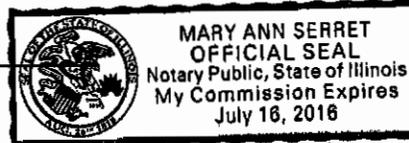
3. Jorge Serret is the Treasurer of Midway Overhead Door, Inc. and is duly authorized to make financial decisions to documents on behalf of the company, and the signature appearing opposite the name of such person's authentic signature:

Jorge Serret

It witness where of the undersigned has set his hand this 9th day of April 09, 2013

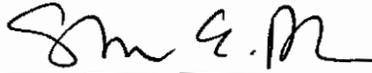
Notary Public

Mary Ann Serret



COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF June, 2013.

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

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

12-53-236

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 603,260⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2013

APPROVED AS TO FORM:

Not required

COM _____

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/11/2013

PRODUCER
WASILAS INSURANCE GROUP, INC.
799 ROOSEVELT ROAD
BLDG 4 SUITE 110
GLEN ELLYN, IL 60137

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MIDWAY OVERHEAD DOOR, INC.
4845 W. OGDEN AVENUE
CICERO, IL 60804

INSURERS AFFORDING COVERAGE
INSURER A: PEKIN INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ALGL00870	03/11/2013	03/11/2014	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	93-UU-07655	03/11/2013	03/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/>
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AGL00600	03/11/2013	03/11/2014	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> WC STATE TORY LIMITS <input type="checkbox"/> OTHER	A1200025580	03/11/2013	03/11/2014	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Cook County Office of the Chief Procurement Officer 118 North Clark Street, Room 1018 Chicago, IL 60602		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. <i>Ther C Maglia</i>