

BIDDER: Frank Cooney Company, Inc.

Bidder's email address: jingolia@frankcooney.com



COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

CONTRACT FOR SUPPLIES

**DOCUMENT NO. 1945-18058A
(PURCHASE ORDER NO. 70000169551)**

GROUP A - MARKER BOARDS

**SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE
FOR
DEPARTMENT OF CAPITAL PLANNING AND POLICY**

**BIDS DUE ON
WEDNESDAY, AUGUST 12, 2020 AT 10:00 A.M. CENTRAL STANDARD TIME**

Bids must be up loaded to: <https://www.cookcountyl.gov/service/online-solicitation-bid-submission>

LATE BIDS WILL NOT BE CONSIDERED

**A PRE-BID AUDIO CONFERENCING WILL
WILL BE HELD ON MONDAY, AUGUST 12, 2020 AT 10:00 A.M. CENTRAL
STANDARD TIME**

**QUESTIONS REGARDING THIS BID SHOULD BE DIRECTED TO:
DAN GIZZI, SENIOR CONTRACT NEGOTIATOR
PHONE: (312) 603-6825
EMAIL: DAN.GIZZI@COOKCOUNTYIL.GOV**

**Toni Preckwinkle
Cook County Board President**

**Raffi Sarrafian
Chief Procurement Officer**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Instructions to Bidders	IB-1
General Conditions	GC-1
Special Conditions	SC-1
Specifications	S-1
Site Inspection Certificate	SI-1
Proposal	P-1

ATTACHMENTS

Furniture Specifications.....	Attachment A
Specifications and Price Tabulation Sheet.....	Attachment B

EXHIBITS:

Exhibit I	Instructions for Submitting an Electronic Bid
Exhibit II	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit III	Electronic Payables Program Form
Exhibit IV	Preference for Veteran’s Business Enterprise and Service-Disabled Veteran’s Business Enterprise Form
Exhibit V	Social Enterprise Preference Form
Exhibit VI	Veteran’s Workplace Preference Public Works Contracts Form
Exhibit VII	Eligible Bid Preference for Businesses Owned by People with Disabilities
Exhibit VIII	Board Approval (If Applicable)
Exhibit IX	Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan
Exhibit X	Economic Disclosure Statement Forms, <i>including Contract and EDS Signature Pages</i>

Fillable PDF Links for all Exhibits Available at: <https://www.cookcountyil.gov/service/doing-business-cook-county>

**INSTRUCTIONS TO BIDDERS
 BID CONTRACTS
 INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
IB-01	Definitions	IB-1
IB-02	Preparation of EDS and Execution Document	IB-2
IB-03	Site Inspection Certificate	IB-2
IB-04	Bid Deposit	IB-2/3
IB-05	Exceptions and Addendum	IB-3
IB-06	Bidder Representations and Warranties	IB-3
IB-07	Submission of Bid Proposals	IB-3
IB-08	Bid Proposals to Conform to Contract Documents	IB-3
IB-09	Competency of Bidder	IB-4
IB-10	Local Business Preference	IB-4
IB-11	Re-Entry Employment Earned Credits	IB-4
IB-12	Eligible Veterans Bid Preference for Public Works Contract	IB-4
IB-13	Eligible Bid Preference for VBEs and SDVBES	IB-4
IB-14	Eligible Bid Preference for Businesses Owned by People with Disabilities	IB-4
IB-15	Public Works	IB-5
IB-16	Consideration of Bid Proposals	IB-5
IB-17	Withdrawal of Bid Proposals	IB-5
IB-18	Notice of Award	IB-5
IB-19	Bid Disputes	IB-6
IB-20	Performance and Payment Bond	IB-6
IB-21	Prices Firm	IB-6
IB-22	Cash Billing Discounts	IB-6
IB-23	Catalogs	IB-6
IB-24	Authorized Dealer/Distributor	IB-6
IB-25	Trade Names	IB-7
IB-26	Samples	IB-7

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
INDEX (continued)**

IB-27	Notices	IB-7
IB-28	Compliance with Laws - Public Contracts	IB-7
IB-29	Cooperation with Inspector General	IB-7
IB-30	Credit Card Payments	IB-8
IB-31	Minority and Women Owned Business Enterprise Ordinance	IB-8
IB-32	Cook County Recycled Product Procurement Policy	IB-8
IB-33	Estimated Quantities	IB-8
IB-34	Coalition of Unionized Public Employees	IB-8

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean any Person who submits a Bid.
- B. **BID COVER PAGE** shall mean the general description of the required services, goods, equipment, or supplies, the contact information of the assigned Contract Negotiator or Specification Engineer in the Office of the Chief Procurement Officer, and shall include the date and time for the submission of Bid Proposals.
- C. **BID or BID PROPOSAL** shall mean a response to the Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- D. **BID DOCUMENTS** means the documents, specifications, forms and other information necessary and required for a Bid.
- E. **BID NOTICE** means the notice from the CPO regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and process for the submission of Bids.
- F. **CONTRACT** shall mean any written document to make Procurements by or on behalf of Cook County.
- G. **CONTRACT DOCUMENTS** shall mean collectively the Bid Cover Page, legal advertisement, Bid Notice, Bid Documents, Bid, Economic Disclosure Statement, MBE/WBE Utilization Plan and any other document required by the Chief Procurement Officer. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- H. **CONTRACTOR** shall mean the Person that enters into a Contract with the County.
- I. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- J. **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 or the Chief Procurement Officer.
- K. **CHIEF PROCUREMENT OFFICER or CPO** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Cook County Procurement Code, Chapter 34, Article IV, Division I.
- L. **OCPO** shall mean the Office of the Chief Procurement Officer of Cook County.
- M. **PERSON** shall mean any individual, corporation, partnership, Joint Venture, trust association, Limited Liability Company, sole proprietorship or legal entity.
- N. **PROCUREMENT** shall mean obtaining supplies, equipment, goods or services of any kind.
- O. **SPECIFICATIONS** shall mean the description of the services, work, goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.
- P. **USING AGENCY** shall mean the departments or agencies within Cook County government including elected officials.

INSTRUCTIONS TO BIDDERS**IB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT**

- A. The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) Economic Disclosure Statement and Execution Documents ("EDS"), all with original signatures. 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. Bid Proposals and EDS which are not properly signed may be rejected.
- B. If the Bidder is a corporation, the President and Secretary must execute the EDS. In the event that this Bid Proposal is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws, resolution or other authorization by the Corporation, satisfactory to the County that permits the person to execute Bid Proposal for said corporation. If the corporation is not incorporated in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- C. If the Bidder is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority, satisfactory to the County, must be submitted. If the Bidder is a joint venture, attach a copy of the joint venture agreement.
- D. If the Bidder is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Bidder is a manager-managed LLC, the manager(s) must execute the Bid Proposal. The Bidder must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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 the EDS.
- E. If the Bidder is a Sole Proprietorship, the sole proprietor must execute the EDS.
- F. A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012) and documentation evidencing registration must be submitted with the EDS.

IB-03 SITE INSPECTION CERTIFICATE

The Bidder shall inspect the job-site to become familiar with the conditions related to the work or services and the requirements set forth in the Bid Documents. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the work or services as required by the Contract Documents.

When required as mandatory in the Contract Documents, 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 the County. If the Contract Documents provide that inspection of the site is mandatory, a Bidder's failure to attend all of the required site inspections shall render the Bid Proposal non-responsive.

IB-04 BID DEPOSIT

When required in the Contract Documents, the Bid Proposal shall be accompanied by, 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 Company Inc., Moody's Investor Services, Standard & Poor's Corporation or similar rating agency. The surety must be licensed by the State of Illinois Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used. Failure to submit the bid deposit shall constitute a non-responsive Bid Proposal and such Bid Proposal shall be rejected.

INSTRUCTIONS TO BIDDERS**IB-04 BID DEPOSIT (con't.)**

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-15 and IB-17, 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 apparent lowest responsive and responsible Bidder, after the County has awarded the Contract. The bid deposit of the lowest responsive and responsible Bidder will be returned after the Contract has been awarded and the Bidder has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS AND ADDENDUM

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the bidding period has closed.

All written requests for clarifications, deviations or exceptions shall be addressed to the Specification Engineer or Contract Negotiator listed on the Bid Cover Page:

If the apparent lowest Bidder takes exceptions or deviations to the General Conditions, which are submitted with the Bid, the CPO shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exceptions or deviations to be material.

IB-06 BIDDER REPRESENTATIONS AND WARRANTIES

The submission of a Bid shall constitute a representation and 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 required goods, equipment, supplies or services; (ii) Bidder and all laborers, employees or subcontractors 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.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit Bids to the OCPO electronically as per the instructions in Exhibit I for Instructions for Submitting an Electronic Bid. OCPO will not accept hardcopy Bids. Bidders are instructed not to send Bids via US Mail or any other carrier service.

IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS

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

INSTRUCTIONS TO BIDDERS**IB-09 COMPETENCY OF BIDDER**

No Contract shall be 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

The Chief Procurement Officer shall, for all Procurements funded solely 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, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of Contract.

IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBEs") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

IB-14 ELIGIBLE BID PREFERENCE FOR BUSINESSES OWNED BY PEOPLE WITH DISABILITIES

In accordance with Section 34-242 (a) of the Cook County Procurement Code, the CPO shall recommend award to the lowest Responsible and Responsive Bidder who is a PDDBE, provided that the Bid of such bidder does not exceed the Bid of the lowest Responsible and Responsive Bidder by more than five percent (5%).

INSTRUCTIONS TO BIDDERS**IB-15 PUBLIC WORKS**

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) has certified that it participates in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; (vi) contractually requires any subcontractor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; and (vii) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

IB-16 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 Bid and/or to withdraw or cancel the Bid or to issue a new Bid, i.e., "rebid" prior to award of the Contract.

No physical public bid opening shall be held. A preliminary record of all bids received will be posted to the OCPO website and shall be made available immediately after the bids are opened.

After the bidding period has closed, the Bid Proposals 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 Women Owned Business Ordinance.

The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line items reveals a calculation error, the Unit Price will prevail.

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her discretion and authority is deemed materially unbalanced.

IB-17 WITHDRAWAL OF BID PROPOSALS

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

IB-18 NOTICE OF AWARD

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.

INSTRUCTIONS TO BIDDERS**IB-19 BID DISPUTES**

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution on the County's website. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protester believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), and IB-05, Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that (i) the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

IB-20 PERFORMANCE AND PAYMENT BOND

When required in Bid Documents, 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 shall be provided. 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, or have such ratings as specified in the Contract Documents.

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 reject the Bid. 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-21 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, except as otherwise provided in these Contract Documents.

IB-22 CASH BILLING DISCOUNTS

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

IB-23 CATALOGS

Each Bidder shall submit, 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 goods, equipment, supplies or services.

IB-24 AUTHORIZED DEALER/DISTRIBUTOR

For goods, equipment and supplies, the Bidder must be one of the following: (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. With respect to the purchase of vehicles, or services related to vehicles, the Specifications or Special Conditions may require that the Bidder be an authorized dealership of the manufacturer. 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.

INSTRUCTIONS TO BIDDERS**IB-25 TRADE NAMES**

In cases where an item is identified by a manufacturer's name, brand 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 alternate but equivalent item, unless the Bidder has proposed and the County has accepted the alternate but equivalent item.

Unless the Bid states that no substitute shall be allowed, the reference to a manufacturer's name, brand name, trade name, catalog number, or reference is intended to be descriptive and not restrictive and to indicate to prospective Bidders articles that shall be satisfactory. Bid Proposals for other manufacturer names, brand names, trade names, catalog numbers or references shall be considered, provided each Bidder states on the face of the Bid Proposal what alternate, but equivalent items are being proposed.

If the Bidder proposes alternate, but equivalent, items, the Bidder must provide the following: (i) product identification, including manufacturer's name and address; (ii) manufacturer's literature identifying the product description, reference standards and performance and test data; (iii) samples, as applicable; and (iv) itemized comparisons of the proposed alternate items listing significant variations. If a Bidder proposes alternate items, it warrants and represents that in making a formal request for substitution that: (i) the proposed alternate item is equivalent to or superior in all respects to the item specified in the Bid; and (ii) that the same warranties and guarantees will be provided for the proposed alternate items as those specified in the Bid. The CPO may, in his or her sole discretion accept an alternate item for a specified item, provided the alternate items so bid is, in the CPO's sole opinion the equivalent of the item specified in the Bid. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the Bid.

IB-26 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer, including subsequent to the Bid Due Date, 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-27 NOTICES

All communications and notices between the County and Bidders regarding the Bid Documents shall be in writing, sent to the contact person listed on the cover of this bid solicitation via e-mail. Notices to the Bidders shall be addressed to the name and email address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to the Chief Procurement Officer and the contact person listed on the cover of this bid solicitation.

IB-28 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This is a competitive Bid of Cook County government subject to laws and ordinances governing public bids and 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 Bid Documents are at variance with any laws, ordinances, regulations or codes, it shall promptly notify the Chief Procurement Officer in writing and if necessary an addendum shall be issued by the Chief Procurement Officer.

IB-29 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.

INSTRUCTIONS TO BIDDERS**IB- 30 CREDIT CARD PAYMENTS**

The County has implemented a Prompt Payment Program (the "E-Payables Program"). Bidders who voluntarily participate in the Program will receive prompt payments via the County's Visa Purchasing Card. In order to participate in the Program, Bidders must submit the E=Payables Enrollment Form to the Cook County Comptroller's Office. A description of the Program is attached for informational purposes. Notwithstanding the foregoing, the County has no duty or obligation to process prompt payments to Bidders. The County reserves its right to discontinue the Program at any time. The County will not provide a bid incentive or preference to Bidders who participate in the Program.

IB-31 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE

Cook County has adopted the Minority and Women Owned Business Enterprise Ordinance (the "Ordinance"). The Ordinance establishes annual participation goals for Minority and Women Owned Business Enterprises. The requirements of the Ordinance, as well as the documents the Bidder must submit are set forth in GC-19. The Bidder's failure to submit the MBE/WBE Utilization Plan, as more fully described in GC-19 shall render the Bid non-responsive.

IB-32 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

Cook County has adopted the Cook County Recycled Product Procurement Policy. In accordance with the Policy, Cook County encourages the use of recycled paper and paper products, whenever practicable. The Bidder shall use recycled paper, except where the specialized nature of certain materials (such as photographs) requires otherwise, and all documents shall be printed two-sided unless two-sided printing is not practicable.

IB-33 ESTIMATED QUANTITIES

Unless expressly stated in the Specifications, Special Conditions, or Proposal page(s) any quantities stated in this Bid represent estimated usage and as such are for bid canvassing purposes only. The County reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as an intent or obligation on the part of the County to purchase any goods, equipment, supplies or services beyond those determined by the County to be necessary to meet its needs.

IB-34 COALITION OF UNIONIZED PUBLIC EMPLOYEES

The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in County of Cook.

END OF SECTION

**GENERAL CONDITIONS
 BID CONTRACTS
 INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-01	Subcontracting or Assignment of Contract or Contract Funds	GC-1
GC-02	Indemnification	GC-1
GC-03	Inspection and Responsibility	GC-1
GC-04	Payment to Contractors and Subcontractors	GC-1/2
GC-05	Prepaid Fees	GC-2
GC-06	Taxes	GC-2
GC-07	Price Reduction	GC-2
GC-08	Contractor Credits	GC-2
GC-09	Disputes	GC-2
GC-10	Contract Amendments	GC-3
GC-11	Default	GC-3
GC-12	County's Remedies	GC-3
GC-13	Contractor's Remedies	GC-4
GC-14	Delays	GC-4
GC-15	Insurance Requirements	GC-4/5
GC-16	Patents, Copyrights and Licenses	GC-5
GC-17	Compliance with Laws	GC-6
GC-18	Delivery	GC-6
GC-19	MBE/WBE Cook County Ordinance	GC-6/10
GC-20	Material Safety Data Sheet	GC-10
GC-21	Conduct of the Contractor	GC-10
GC-22	Accident Reports	GC-10
GC-23	Use of Premises	GC-10
GC-24	General Notice	GC-11

**GENERAL CONDITIONS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-25	Termination for Convenience	GC-11
GC-26	Guarantees and Warranties	GC-11
GC-27	Standard of Contract Goods, Equipment or Supplies	GC-11
GC-28	Confidentiality and Ownership of Documents	GC-11/12
GC-29	Quantities	GC-12
GC-30	Audit; Examination of Records	GC-12
GC-31	Governing Law	GC-12
GC-32	Cooperation with Inspector General	GC-12
GC-33	Waiver	GC-12
GC-34	Entire Agreement	GC-13
GC-35	Force Majeure	GC-13
GC-36	Governmental Joint Purchasing Agreement	GC-13
GC-37	Comparable Government Procurement	GC-13
GC-38	Federal Clauses	GC-13/22
GC-39	Contract Interpretation	GC-23

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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

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 and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services 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, equipment or supplies 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, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

GENERAL CONDITIONS**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

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 goods, equipment, supplies or services 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 goods, equipment, supplies or services 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-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. 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 from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. 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.

GENERAL CONDITIONS**GC-10 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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.

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

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

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 the Contract within the specified time;
2. Failure to perform under the 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 the 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 the 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 the 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 the 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.

GENERAL CONDITIONS**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 or the Chief Procurement Officer.

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 related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS**Waiver of Subrogation**

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

Insurance Requirements of the Contractor

No later than 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 performance of 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. Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

1. Coverages**(a) Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

- (1) \$500,000 each Accident
- (2) \$500,000 each Employee
- (3) \$500,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

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

The 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:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

GENERAL CONDITIONS(c) **Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

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

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

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

2. Additional requirements(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

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

(c) **Insurance Notices**

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

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, 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.

GENERAL CONDITIONS

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, Affidavits or EDS 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 in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies 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 delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are 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 8 SECTION 34-260 to SECTION 34-300

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 in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, 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 Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which 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 so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant 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 and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed 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 Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported 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 allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)****VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety 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, Section 2-621 et al., Cook County Code. 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 the performance of 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 of 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 structural integrity.

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.

GENERAL CONDITIONS**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. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies 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, equipment, supplies 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, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies 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 the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County'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 County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GENERAL CONDITIONS**GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (con't.)**

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract 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 County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

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 County.

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 in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, 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 term or provision.

GENERAL CONDITIONS**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, supplies, equipment 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 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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.

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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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (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.
- (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.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**

- (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.

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.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**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.
- (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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (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.

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:

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**

- (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.

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.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**

- (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.

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.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**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

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

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 (40 U.S.C. 3145), 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. 3141-3148)

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**

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. 3141-3148) 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.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 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. The requirements of 40 U.S.C. 3704 are 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 \$150,000 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)

GENERAL CONDITIONS

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. Special Conditions
3. Specification.
4. General Conditions.
5. Instruction to Bidders.
6. Legal Advertisement.
7. Bid Proposal.

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Bidder shall Supply, Deliver and Install Office Furniture for the Department of Capital Planning and Policy all in accordance with the Contract Documents, Specifications and Proposal herein. The Bidder shall provide furniture that meets the requirements as specified in the Cook County Furniture Standards, attached herein in Attachment A.

SC-02 CONTRACT PERIOD

The contract is effective January 1, 2021 through December 31, 2023 with one, two-year renewal option effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 AWARD OF CONTRACT

The Contract shall be awarded by Group to the Bidder who has the lowest, responsible and responsive bid in all five Tier Pricing in a Group and whose bid meets the requirements and criteria set forth in the Bid Documents. All items, unless otherwise stated, will be assumed to meet all specifications (see Attachment A) and requirements as set forth in the Bid Documents. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared non-responsive and rejected. 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 in a Group, provide a percentage discount for each Tier, and provide pricing for each Tier based on their percentage discount in order to be considered for award for the Group for which they are bidding.

The discounts for each group apply solely to that group and are not combinable should a bidder be awarded multiple groups. Discounts are applied to orders based on volume accumulated at the time of the order placement.

Bidders' hourly rates for installation shall not be a factor in award determination. The Vendor's bid will be disqualified if the County, in its sole discretion, determines that the Vendor's installation rates are excessive.

Up to eight awards will result from this bid. Each contract shall have a do-not-exceed amount as provided below. The do-no-exceed amounts are not a guarantee of the total amount of furniture the County will purchase and have installed. By submitting a bid, the Vendor agrees to provide and install all Office Furniture as requested by Cook County regardless of the actual amount.

<u>Groups</u>	<u>Contract Award Amount</u>
A. Marker Boards	\$225,000.00
B. Public Reception Seating	\$675,000.00
C. Seating	\$600,000.00
D. Soft Seating	\$900,000.00
E. Storage	\$600,000.00
F. Tables	\$1,200,000.00
G. Task Seating	\$1,800,000.00
H. Workstations, Private Offices	\$3,000,000.00

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

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

The Bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals for this Bid. 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 be deemed nonresponsive and will not be considered for award.

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

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

SPECIAL CONDITIONS

SC-05 PRE-BID AUDIO CONFERENCE

The County will hold a Pre-Proposal Audio Conference on the date and time indicated below. Representatives of the County will be available to answer questions regarding the supplies and services requested and bidding procedures. Prospective Bidders will respond to the contact person listed on the front cover of the document at least one day prior to the Pre-Bidder Conference to confirm participation and number of representatives attending the meeting. A maximum of 2 representatives from each firm may attend the Pre-Bid Audio conference.

Attendees are encouraged to bring a copy of the solicitation to the Pre-Bidder conference.

Date: Monday, June 22, 2020
Time: 10:00 AM

Location: Web Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzlzYzc5ZjctOTNiOS00MDg0LTgzYWItNDBINmRkNDJmMGMy%40thread.v2/0?content=%7b%22id%22%3a%228b4d55ae-6db4-4e05-a85c-59d6a256cd6e%22%2c%22oid%22%3a%22d7144a29-3572-4c18-a311-b96b5618041e%22%2c%22isBroadcastMeeting%22%3atru%7d

OR

Dial In Phone Number: 1 872-215-6022 United States, Chicago (Toll)
Access Code: [Enter Code] 655153047#

SC-06 INQUIRIES

A copy of any written request for interpretation of documents shall be provided to the Office of the 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 and Addendum", Page IB-3). **Inquiries must be received no later than 12:00 p.m. on Monday, July 6, 2020.**

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

Raffi Sarrafian
 Cook County Chief Procurement Officer
 c/o Dan Gizzi, Senior Contract Negotiator
 118 N. Clark Street, Room 1018
 Chicago, IL 60602

Contact Info for Senior Contract Negotiator:
 Dan Gizzi: (312) 603-6825, Dan.Gizzi@CookCountyil.gov

SC-07 VENDOR REPRESENTATION AND WARRANTIES

Vendor represents and warrants the following:

- A. That the Vendor is financially solvent, experienced in and competent to provide the type of supplies and services contemplated by this Contract, that the information stated and shown in the documents submitted in connection with its Bid are true, and if the Vendor is a corporation, that it is authorized to perform this Contract.
- B. Vendor has carefully examined and analyzed the provisions and requirements of this contract and is satisfied as to the nature of all things needed for the performance of this contract and that the time available for such examination, analysis, inspection, and investigation was adequate.
- C. The Vendor shall provide installers, who will service this contract, who have at least one year of installing the furniture for which the Vendor is bidding. **As part of its bid, the Vendor shall submit installation qualifications/experience specific to the bid(s) submitted, including those of any subcontractors. Failure to provide such information may disqualify the Vendor's bid.**

SPECIAL CONDITIONS**SC-08 PROTECTION OF WORK, DAMAGES AND REPAIRS**

The Vendor shall be responsible for any damages to Cook County property including but not limited to structures, windows, vehicles, material, and equipment during the course of the work where such damage is directly due to work under this contract, or where such damage is the result of the negligence or carelessness on the part of the Vendor or on the part of the sub Vendors.

It shall be the sole responsibility of the Vendor performing services for this contract to safeguard their own materials, tools, and equipment. Cook County shall not assume any responsibility for vandalism or theft of materials, tools or equipment.

SC-09 TRAVEL

Vendor shall be responsible for its transportation to and from Cook County locations. Travel-related cost shall be included in Vendor's bid.

SC-10 WORK SITE ACCESSIBILITY

The work described herein shall be done with the least inconvenience to Cook County. The work shall be coordinated with the Department of Capital Planning and Policy. The contact information for the Department of Capital Planning and Policy shall be provided to the awardee.

All work performed shall fully conform to all local, State, and Federal safety regulations, including Occupational Safety Health Administration (OSHA).

SC-11 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 Vendor in a prominent and easily accessible place at the site of work. The County has the right to request from the Vendor proof of Prevailing Wages during the term of the contract. Failure to provide proof of the installers labor rate may be grounds for contract termination. Labor rates shall begin after the unloading of Furniture at the Cook County location. The Prevailing Wage for this contract shall be Carpenter.

SC-12 PRICE ESCALATION

The Vendor's hourly installation rates shall be firm for the three-year initial term of the contract. The Vendor may request an hourly installation rate increase at least six months prior to the effective date of the renewal option. The County will not consider Vendor's request to increase its hourly installation rate if it is submitted less than six months prior to the effective date of the renewal period. The Vendor shall furnish supporting documents to verify new labor wage rates, the effective date of the wage rate increase and a certified statement or affidavit confirming any information requested by the Chief Procurement Officer. If approved by the Chief Procurement Officer, a properly executed contract amendment must be signed by the Vendor and Chief Procurement Officer to reflect the new hourly installation rate and the effective date for the change. The current labor wage rates (at the time of the request) shall be in effect until the contract amendment has been fully executed and released to the Vendor, unless the amendment otherwise specifies an effective date for the agreed upon hourly installation rate increase. Any approved hourly installation rate increase will not exceed 3%.

SC-13 INVOICING

Invoices shall be submitted to the address below no later than 30 calendar days after completion of installation of the requested Office Furniture. Each invoice shall include the Purchase Order number and submitted with the service ticket that outlines the Office Furniture provided and installation services performed. Service tickets must be signed by designated staff per the Department of Capital Planning and Policy. The Department of Capital Planning and Policy shall provide staff designated to sign service tickets to the awardee.

Bureau of Asset Management
 Department of Capital Planning and Policy
 Jimmy Rayan
 Director of Financial Control
 69 W. Washington
 Suite 3000
 Chicago, IL 60602

SPECIAL CONDITIONS**SC-14 DELIVERY AND INSTALLATION REQUIREMENTS**

The Vendor shall supply and install Office Furniture at various Cook County locations as specified on an approved Purchase Order. The Vendor must deliver and install all furniture pursuant to each project schedule submitted at the time of each order and shall notify the County of any situation which might impact the project completion schedule within 48 hours of occurrence.

All shipping, receiving, unloading, and pre-installation preparation shall be the responsibility of, and supervised by, the Vendor. The cost for shipping, receiving, unloading, and pre-installation preparation shall be included in Vendor's bid.

Prior to delivery and installation of the Office furniture, the Vendor shall, up to and including, assess, evaluate, verify, and confirm the conditions of the building where installation will take place, including accessibility, site restrictions, parking, loading dock, elevator accessibility, storage, installation and staging locations, hours of availability/accessibility of all of the above, and any other conditions (eg., insurance) that may affect the cost of delivery and installation. The Vendor shall conduct a pre-installation walk-through to determine the building conditions and agree to the level of protection required (i.e., floor and wall padding). Responsibility and liability for loss or damage of furniture and property (i.e. walls, flooring, etc.) during delivery and installation shall remain with the Vendor until inspection and acceptance by the County.

The Vendor shall be responsible for cleaning and removing debris from affected work areas. The Vendor shall keep the premises free of debris and unusable work materials resulting from their work

If requested at the time of installation, the Vendor shall demonstrate the functionality installed furniture to County personnel.

Cook County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

SC-15 DELIVERY REQUIREMENTS FOR RICHARD J. DALEY CENTER ONLY

All Office Furniture that is delivered utilizing the dock for the Daley Center, 50 West Washington Street, must adhere to the following:

1. All deliveries must be pre-arranged, utilizing Request for Dock Access included herein as Attachment B. The Vendor shall copy Attachment B as needed.
2. Advance notification of deliveries must be provided to the Office of the Building by submitting Attachment B to:
 Maria Loera, Administrative Assistant
 Richard J. Daley Center
 Office of the Building
 Fax: (312) 603-5800
 Email: mloera@mbres.com
3. Advance notification must be submitted at least 48 hours for deliveries Tuesday through Friday and at least at 72 hours in advance for deliveries Saturday, Sunday and Monday. The County will provide confirmation and acceptance of delivery time prior to delivery.
4. The Vendor shall direct all questions regarding deliveries to Richard J. Daley Center to:
 Maria Loera, Administrative Assistant
 Telephone: 312 603 7980
 Email: mloera@mbres.com
5. Every delivery made to the Richard J. Daley Center will need to be made Vendor's pre-approved driver. The Vendor shall provide legible photocopies of its delivery personnel's valid driver's license. In addition, Cook County will take photographs of approved drivers for its records.
6. Vendor's delivery personnel will receive a temporary identification badge that must be worn at all times while in the Richard J. Daley Center.
7. Vendor's delivery vehicles will be searched prior to gaining access to the Richard J. Daley Center's dock area. Once in the Richard J. Daley Center, packages may be screened and searched as well.

SPECIAL CONDITIONS

8. In addition to the insurance requirements provided in GC-15 Insurance Requirements, a certificate of insurance meeting the requirements in Attachment C, Richard J. Daley Center Insurance Requirement, must also be submitted prior to entering the Richard J. Daley Center.
9. Send all legible photocopies of the pertinent documents to Maria Loera, Administrative Assistant, via US Postal Service, email or fax as follows:
 Maria Loera, Administrative Assistant
 Richard J. Daley Center
 Suite 1203
 50 West Washington Street
 Chicago, IL 60602
 Fax: (312) 603-5800
 Email: mloera@mbres.com
10. No driver will be allowed to gain access to the building without prior authorization. Therefore, please fill out the "Request for Dock Access" form and fax or email it to the contact person in #9 above in a timely manner. In addition, replacement drivers not recognized by Cook County staff as being pre-approved will not be allowed entrance into the building. It is imperative that Cook County is notified, in advance, of changes to its delivery personnel for Richard J. Daley Center. Cook County requires notification of changes to Vendor's delivery personnel to be made in writing and accompanied by a photocopy of the replacement's personal driver's license.

SC-16 PERSONNEL

Upon request, the Vendor must complete a background check for personnel who will perform services under this Contract and provide the results of such background check to Cook County, at no additional cost to Cook County. Cook County reserves the right to reject any proposed personnel. Cook County may at any time, by written request, elect to remove any of the assigned personnel for cause. Within two business days of notification, the Vendor must provide replacement personnel.

SC-17 REJECTED PRODUCT

All Office Furniture will be inspected upon delivery and after installation. Any Office Furniture that does not meet the agreed specifications or is damaged shall be rejected. The Vendor will have five (5) business days to replace the rejected Office Furniture. If the Office Furniture is not replaced within five (5) business days, the Vendor will be held responsible for any additional costs should Cook County need to obtain the Office Furniture from another vendor. The Vendor shall not charge Cook County for any labor that is required for the replacement of rejected Office Furniture.

SC-18 NOTIFICATION

Do not begin performance on the Contract until notified by the Using Agency.

SPECIFICATIONS

The Vendor will provide, deliver and install Office Furniture (as provided on Attachments 1 through 8) for which they are awarded a contract for Cook County Agencies as follows:

1. The Vendor shall provide and deliver the Office Furniture to the required Cook County location six to eight weeks from the time an order is placed with the Vendor. The required Office Furniture is detailed on the following attachments.

- Attachment 1: Marker Boards
- Attachment 2: Public Reception Seating
- Attachment 3: Seating
- Attachment 4: Soft Seating
- Attachment 5: Storage
- Attachment 6: Tables
- Attachment 7: Task Seating
- Attachment 8: Workstations, Private Offices

2. The Vendor shall begin installation of the Office Furniture at the designated Cook County location as specified per order. Hours of installation by the vendor must be negotiated and approved by the County at the time of each order.

Installation costs shall be quoted using hourly rates:

- A) Regular Hourly Rates (Monday through Friday, 7:00 AM to 5:00 PM)
- B) Overtime Hourly Rates (Monday through Friday, 5:01pm to 6:59am and All Day Saturday)
- C) Premium Hourly Rates (Sunday and Cook County Holidays)

3. The Vendor's prices shall be discounted from the manufacturer's current Price Lists from which they are providing furniture for Cook County. The Vendor shall provide a copy of said manufacturer's most current Price List upon request. The Vendor shall provide the Department of Capital Planning and Policy with an updated manufacturer's Price List within 14 business days of receiving a new price list.

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ATTACHMENT A
FURNITURE SPECIFICATIONS



COOK COUNTY FURNITURE STANDARDS

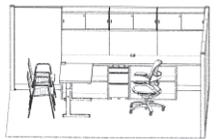
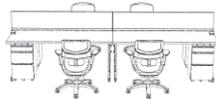
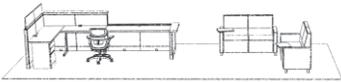


Table of Contents

Cook County Office Furniture Standards	F-2
Work Modes	F-5
OPEN FOCUS	F-9
CLOSED FOCUS	F-17
OPEN COLLABORATION ..	F-24
CLOSED COLLABORATION	F-35
COMMUNITY	F-41
SUPPORT	F-45
RECEPTION	F-47
PUBLIC SERVICE SPACES	F-53
TRAINING	F-58
Furniture Specifications	F-61

Cook County Office Furniture Standards

Introduction

The purpose of this document is to establish Furniture Standards for Cook County. These standards can be used for designing work spaces for new buildings and for renovating existing facilities. The standards have been developed as a reference tool for selecting furnishings and contain guidelines for the type of furniture required by Work Mode layout. A standards and planning approach that supports collaboration, flexibility, mobility, adjustability and technology is key to creating successful, effective, and efficient work environments.

The Furniture Standards will assist the County and designated design representatives to create working environments for future new buildings and in renovations of existing facilities to:

- provide effective and efficient work spaces
- provide long term flexibility
- promote collaboration
- streamline furniture procurement
- purchase high quality and uniform furniture
- facilitate the reuse of furniture

To increase flexibility, buying from manufacturers and suppliers has significant advantages:

- eliminates low quality purchases
- allows for modularity and interchangeability
- ease of asset reuse between users
- reduction of procurement costs

Purchase of Eco-friendly Furniture

Durability features should factor in the selection of the furniture, along with sustainability issues related to furniture life cycle:

The furniture shall not contain dangerous materials and shall be PVC-free, fiberglass-free, VOC-free finishes and adhesives nor dangerous flame-retardants. The manufacturing process must use a minimum percentage of recycled materials. Transport packaging must also contain a certain percentage of recycled materials.

A minimum of Level 3 certified ANSI/BIFMA, and GREENGUARD indoor quality certified furniture should be considered and should contribute to LEED certification Interiors and New Construction.

Environmental Impacts during Useful Life

The furniture must have an extensive useful life to support Cook County's commitment towards sustainability.

The following criteria should be considered in the selection:

- overall durability
- timeless design
- adaptability
- standard dimensions
- easy care maintenance

Performance Criteria

A series of criteria should be considered in the selection of the furniture, the manufacturers and suppliers.

GENERAL:

1. Business Credit Worthiness
2. Warranty (on overall, operational mechanisms, fabrics)
3. Durability
4. Delivery Terms

SUSTAINIBILITY:

1. Low emitting toxic products
2. LEED credits
3. Sustainable Management
4. Recycled Content (general construction of furniture and packaging)
5. Regional Materials Composition
6. Globally Recognized Certification
7. Recycle ability

TECHNICAL APSECTS:

1. Modularity
2. Versatility
3. Ergonomics
4. Materials (quality, variety of finishes, structural capacity)
5. Flexibility (reconfigurable options, construction simplicity)
6. Adaptability

Activity Based Work Modes for the Workplace

Cook County's buildings include individual work spaces and various support staff areas. A study was conducted by the Smith Group to develop a Workplace Strategy. A roadmap to support the County's spaces to workplace was outlined by the Smith Group. The furniture standards developed in this document are based on this Workplace Strategy Work Mode recommendations.

Table A. shows the various Work Modes. There are (9) total Work Modes with (22) options within the (9) Work Modes. Individual titles and associated footprints are not assigned to all the Work Modes as they will vary by department or building. Planning using the furniture requirements outlined below, will facilitate new construction or renovations.

Table A. Work Modes

Open Focus:

- Typical Workbench

- Typical Workstation

Closed Focus:

- Private Office

- Focus Room A

- Focus Room B

Open Collaboration:

- Team Breakout A

- Team Breakout B

- Team Breakout C

- Community Interaction A

- Community Interaction B

- Community Interaction C

- Community Interaction D

Closed Collaboration:

- Huddle Room

- Small Meeting Room

- Medium Meeting Room

- Large Meeting Room

Community:

- Pantry

Support:

- Wellness Room

Reception:

- Reception A

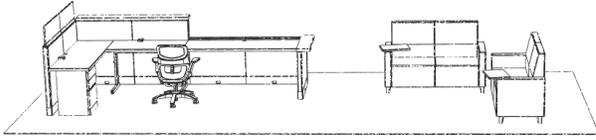
- Reception B

Public Service Spaces:

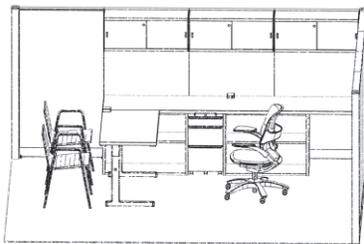
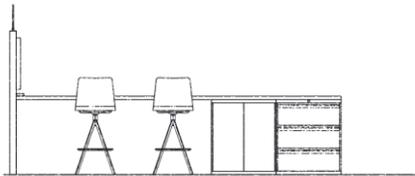
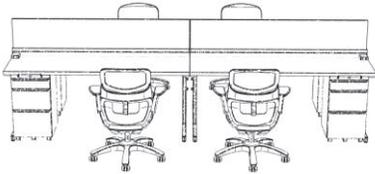
- Public Waiting Area

Training:

- Training



WORK MODES



OPEN FOCUS WORK MODES

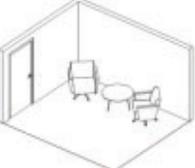
OPEN FOCUS

<p><u>Typical Workbench</u></p> <p>Footprint 5' x 6'</p>		<p><u>Typical Workstation</u></p> <p>Footprint 6' x 8'</p>	
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CLOSED FOCUS WORK MODES

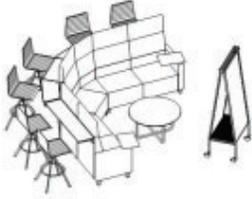
CLOSED FOCUS

Footprint 10' x 12'

 <p><u>Private Office</u></p>	 <p><u>Focus Room A</u></p>	 <p><u>Focus Room B</u></p>
--	--	--

OPEN COLLABORATION WORK MODES

OPEN COLLABORATION

 <p><u>Team Breakout A</u></p>	 <p><u>Team Breakout B</u></p>	 <p><u>Team Breakout C</u></p>	
 <p><u>Community Interaction A</u></p>	 <p><u>Community Interaction B</u></p>	 <p><u>Community Interaction C</u></p>	 <p><u>Community Interaction D</u></p>

CLOSED COLLABORATION WORK MODES

CLOSED COLLABORATION



Huddle Room



Small Meeting Room



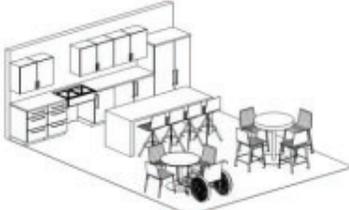
Medium Meeting Room



Large Meeting Room

COMMUNITY WORK MODES

COMMUNITY



Pantry

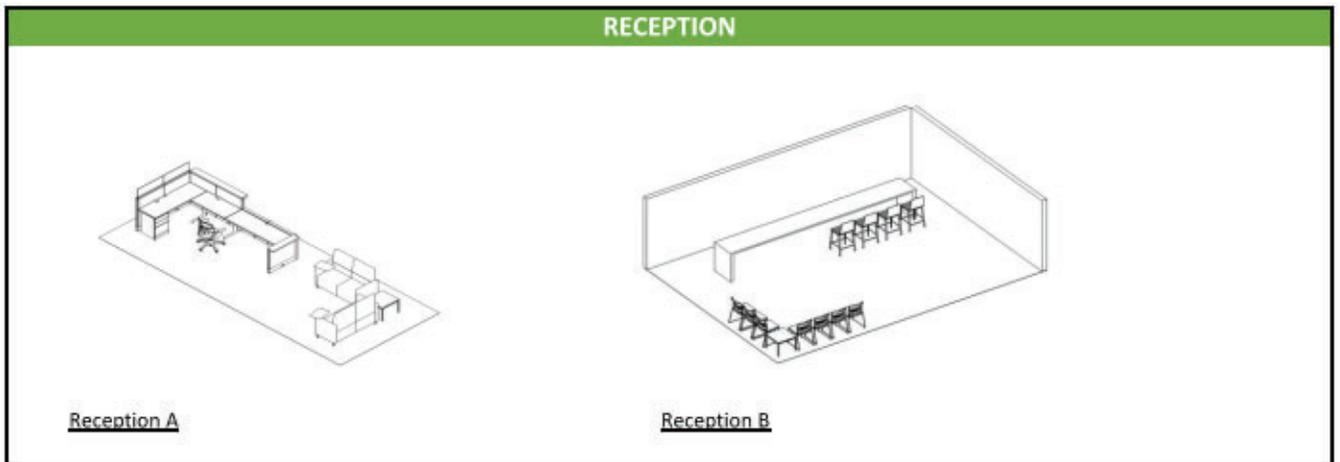
SUPPORT WORK MODES

SUPPORT

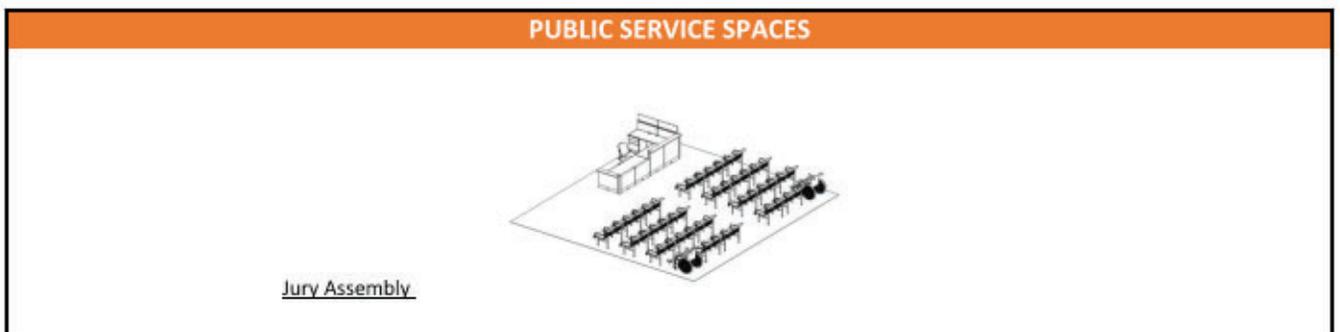


Wellness Room

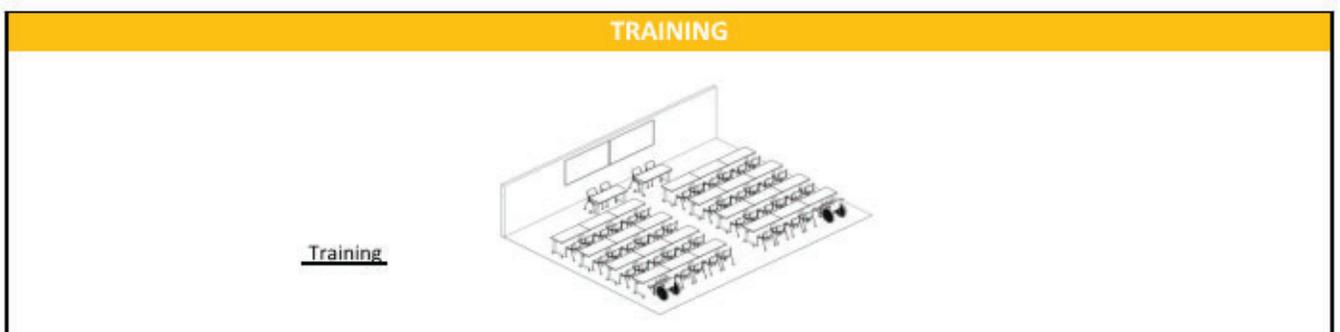
RECEPTION WORK MODES



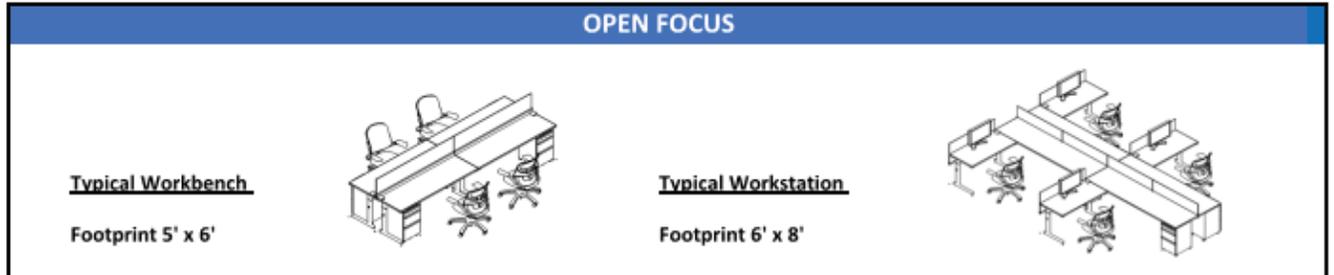
PUBLIC SERVICE SPACES WORK MODES



TRAINING WORK MODES



OPEN FOCUS WORK MODE TYPICALS and FURNITURE LIST



The following are the County Typical Open Focus Work Mode Options:

- Workbench
- Workstation
- Workstation Option A
- Workstation Option B
- Workstation Option C

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Open Work Mode Furniture List section to select furniture options for Open Focus Typicals.

WORK MODE

OPEN FOCUS: WORKSTATION TYPICAL

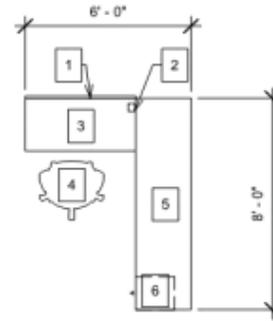
Building/ Department/ Room Location:

Date:

Quantity:

Footprint 6' x 8'

PLANVIEW



#	Qty	FURNITURE DESCRIPTION
1	1	Screen
2	1	Desk top power module with Electrical/Data/USB ports
3	1	24" X 72" Electric Height Adjustable table
4	1	Task Chair
5	1	24" x 96" worksurface
6	1	Mobile Box/Box/File Storage

Note: See Work Mode [Open Focus](#) Standards Furniture List for more options.

WORK MODE

OPEN FOCUS: WORKSTATION TYPICAL - Option A

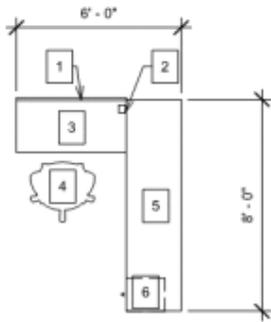
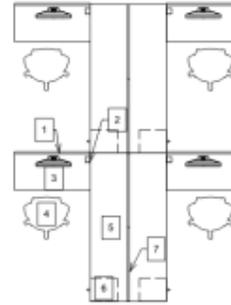
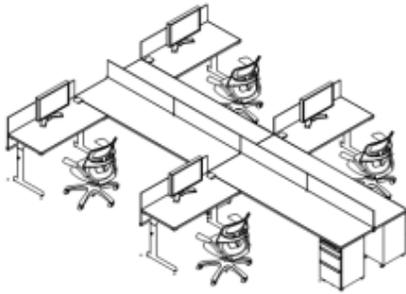
Building/ Department/ Room Location:

Date:

Quantity:

Footprint 12' x 16'

[PLANVIEW](#)



#	Qty	FURNITURE DESCRIPTION
1	4	48" wide Screen
2	4	Desk top power module with Electrical/Data/USB ports
3	4	24" X 72" Electric Height Adjustable table
4	4	Task Chair
5	4	24" x 96" worksurface
6	4	Mobile Box/Box/File Storage
7	4	36" wide x 42" high panel screens

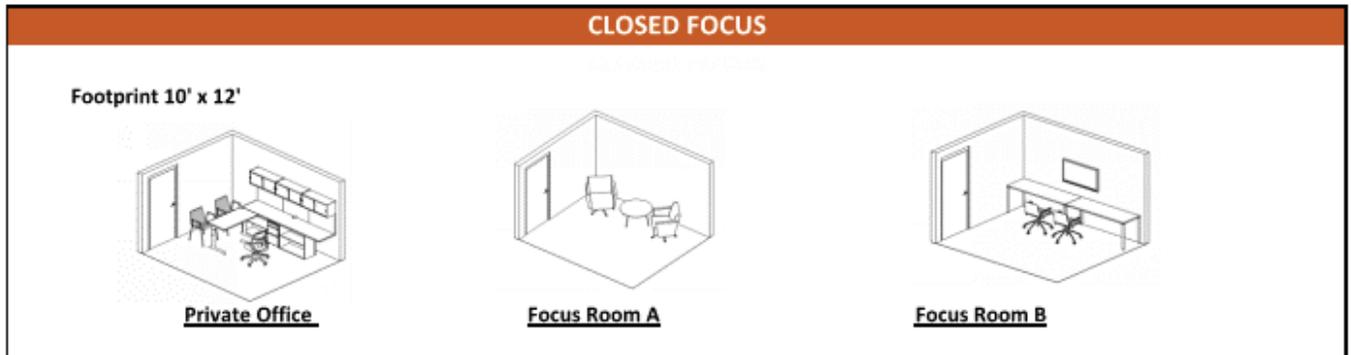
Note: See Work Mode [Open Focus](#) Standards Furniture List for more options.

OPEN FOCUS WORK MODES FURNITURE LIST

WORK MODE			
OPEN FOCUS			
			
	<u>Typical Workbench</u>		<u>Typical Workstation</u>
	Footprint 5' x 6'		Footprint 6' x 8'
Description of Furniture Components	Quantity	Material	
COMPONENTS			
24" x 48" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 48" height adjustable laminate table; electric	1	Laminate	
30" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 48" height adjustable laminate table; electric	1	Laminate	
Desk top power module with Electrical/Data/USB ports	1		
30" wide open storage cabinet with (1) shelves	1	Metal (M)	
30" wide closed storage cabinet with (2) drawers	1	Metal (M)	
36" wide open storage cabinet with (1) shelves	1	Metal (M)	
36" wide closed storage cabinet with (2) drawers	1	Metal (M)	
Task Chair	1	Fully Upholstered with Metal Base; Mid-Grade Fabric	
Task Chair	1	Mesh Back and Upholstered Seat with Metal Base; Mid-Grade Fabrics	
Task Stools with casters and foot ring	1	Fully Upholstered with Metal Base; Mid-Grade Fabric	
Task Stools with casters and foot ring	1	Mesh Back and Upholstered Seat with Metal Base; Mid-Grade Fabrics	
Guest Chairs	1	Fully Upholstered with 4-Legged Metal Base and Arms; Mid-Grade Fabric	
36" Round Laminate Huddle Table with metal base	1	Laminate with Metal Base	
Fixed Personal Box/Box/File Storage	1	Metal (M)	
Fixed Personal File/File Storage	1	Metal (M)	
Keyboard tray	1		Fully Articulating
30" x 24" Magnetic Marker Board	1		
36" x 24" Magnetic Marker Board	1		
PANELS			
Power Pole Required for Electrical	1	See Power and Data Section D. of Specification	
Base infeed Required for Electrical	1	Chicago Code	
30" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
30" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
30" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
30" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
30" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
30" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
36" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
36" wide x 42" high Fabric Panels with raceways	1	Chicago Code	

	36" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	36" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	36" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	36" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
	48" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	48" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	48" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
	Privacy Door for 60" High Panels	1	Laminate	
	Privacy Door for 66" High Panels	1	Laminate	
	BENCHING - Beam Structure			
	30" wide x 25" high Open Beam Supports	1	Metal Support Beam	
	36" wide x 25" high Open Beam Supports	1	Metal Support Beam	
	48" wide x 25" high Open Beam Supports	1	Metal Support Beam	
	36" wide x 28" high Open Beam Supports	1	Metal Support Beam	
	60" wide x 28" high Open Beam Supports	1	Metal Support Beam	
	72" wide x 28" high Open Beam Supports	1	Metal Support Beam	
	Power for Beam Supports	1		
	14" high x 30" Privacy screens	1	Upholstered	
	14" high x 36" Privacy screens	1	Upholstered	
	14" high x 48" Privacy screens	1	Upholstered	
	14" high x 60" Privacy screens	1	Upholstered	
	14" high x 72" Privacy screens	1	Upholstered	
	21" high x 30" Privacy screens	1	Upholstered	
	21" high x 36" Privacy screens	1	Upholstered	
	21" high x 48" Privacy screens	1	Upholstered	
	21" high x 60" Privacy screens	1	Upholstered	
	21" high x 72" Privacy screens	1	Upholstered	
	Seat for Beam Support to provide perch seating	1	Upholstered	
	Lower Storage 15" deep x 15" high Open Shelf to work with Beam Supports; 30" wide	1	Metal	
	Lower Storage 15" deep x 15" high Open Shelf to work with Beam Supports; 36" wide	1	Metal	
	Lower Storage 15" deep x 15" high Open Shelf to work with Beam Supports; 48" wide	1	Metal	
	24" x 48" fixed laminate worksurface	1	Laminate	
	24" x 60" fixed laminate worksurface	1	Laminate	
	24" x 72" fixed laminate worksurface	1	Laminate	
	24" x 96" fixed laminate worksurface	1	Laminate	
	24" x 48" height adjustable laminate table; electric	1	Laminate w/Metal base	
	30" x 60" fixed laminate worksurface	1	Laminate	
	30" x 72" fixed laminate worksurface	1	Laminate	
	30" x 96" fixed laminate worksurface	1	Laminate	
	30" x 48" height adjustable laminate table; electric	1	Laminate w/Metal base	

CLOSED FOCUS WORK MODE TYPICALS and FURNITURE LIST



The following are the County Typical Closed Focus Work Mode Options:

- Private Office
- Private Office with Panels
- Focus Room A
- Focus room B

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Closed Focus Work Mode Furniture List section to select furniture options for Closed Focus Typicals.

WORK MODE

CLOSED FOCUS: PRIVATE OFFICE TYPICAL

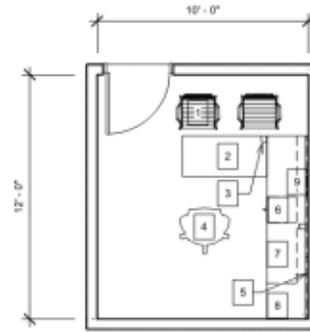
Building/ Department/ Room Location:

Date:

Quantity:

Footprint

PLANVIEW



#	Qty	FURNITURE DESCRIPTION
1	2	Guest Chairs
2	1	24" X 48" Electric Height Adjustable table
3	1	Desk top power module with Electrical/Data/USB ports
4	1	Task Chair
5	3	Tackboards
6	1	Box/Box/File Storage
7	2	Open storage cabinets with shelves
8	1	24" x 108" worksurface
9	3	Overhead storage cabinets with Tasklights

Note: See Work Mode **Closed Focus** Standards Furniture List for more options.

WORK MODE

CLOSED FOCUS: PRIVATE OFFICE TYPICAL - with PANELS

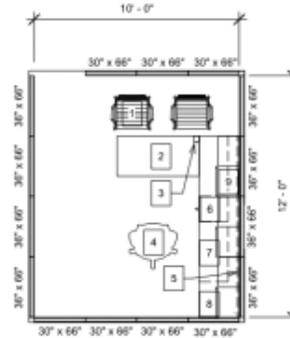
Building/ Department/ Room Location:

Date:

Quantity:

Footprint 10' x 12'

PLANVIEW



#	Qty	FURNITURE DESCRIPTION
1	2	Guest Chairs
2	1	24" X 48" Electric Height Adjustable table
3	2	Desk top power module with Electrical/Data/USB ports
4	1	Task Chair
5	3	Tackboards
6	1	Box/Box/File Storage
7	2	Open storage cabinets with shelves
8	1	24" x 108" worksurface
9	3	Overhead storage cabinets with Tasklights
Panels		
8		36" x 66" high Privacy Panels
7		30" x 66" high Privacy Panels

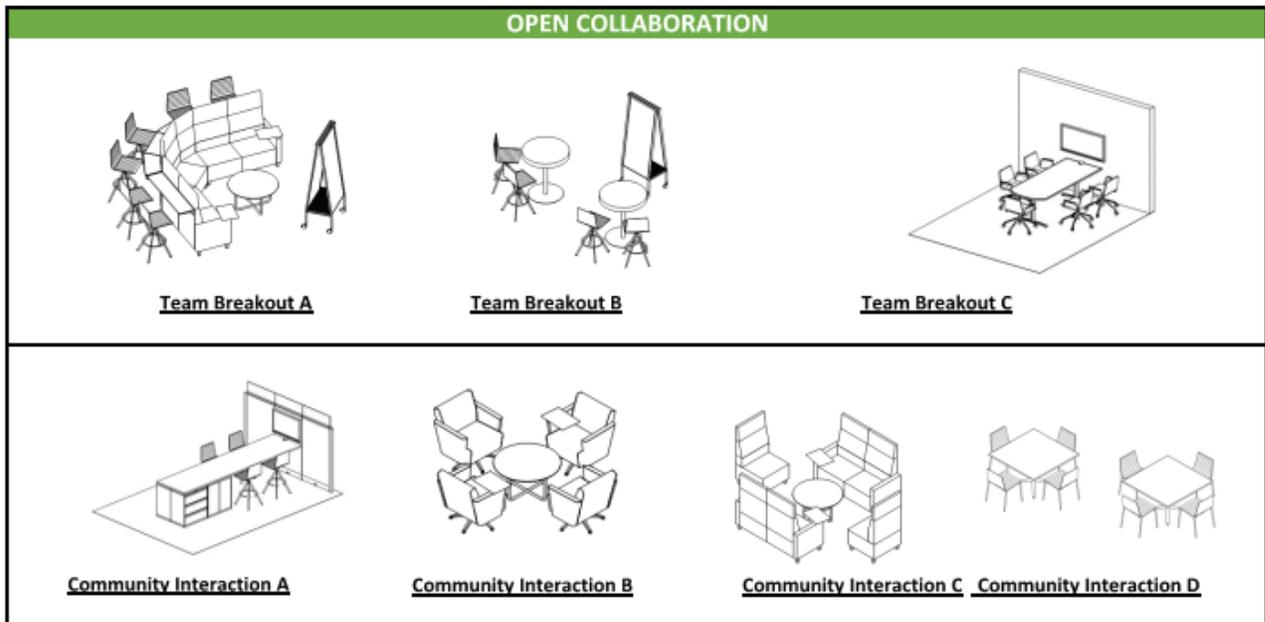
Note: See Work Mode [Closed Focus](#) Standards Furniture List for more options.

CLOSED FOCUS WORK MODES FURNITURE LIST

WORK MODE				
CLOSED FOCUS				
				
	<u>Private Office</u>		<u>Focus Room</u>	
	Footprint 10' x 12'			
Description of Furniture Components	Quantit	Material		
COMPONENTS				
24" x 48" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
24" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
24" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
24" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
24" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
24" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
24" x 48" height adjustable laminate table; electric	1	Laminate w/Metal base		
30" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
30" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
30" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
30" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
30" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)	
30" x 48" height adjustable laminate table; electric	1	Laminate w/Metal base		
Privacy screen for Height adjustable table	1	Laminate		
Desk top power module with Electrical/Data/USB ports	1			
30" wide open storage cabinet with (1) shelve	1	Metal (M)		
30" wide closed storage cabinet with (2) drawers	1	Metal (M)		
30" wide Overhead Closed Storage	1	Metal (M)		
30" wide Overhead Open Shelf Storage	1	Metal (M)		
30" Task LED light and Tackboard	1			
36" wide open storage cabinet with (1) shelves	1	Metal (M)		
36" wide closed storage cabinet with (2) drawers	1	Metal (M)		
36" wide Overhead Closed Storage	1	Metal (M)		
36" wide Overhead Open Shelf Storage	1	Metal (M)		
36" Task LED light and Tackboard	1			
48" wide open storage cabinet with (1) shelves	1	Metal (M)		
48" wide closed storage cabinet with (2) drawers	1	Metal (M)		
48" wide Overhead Closed Storage	1	Metal (M)		
48" wide Overhead Open Shelf Storage	1	Metal (M)		
48" Task LED light and Tackboard	1			
Task Chair	1	Fully Upholstered with Metal Base; Mid-Grade Fabric		
Task Chair	1	Mesh Back and Upholstered Seat with Metal Base; Mid-Grade Fabrics		
Task Stools with casters and foot ring	1	Fully Upholstered with Metal Base; Mid-Grade Fabric		
Task Stools with casters and foot ring	1	Mesh Back and Upholstered Seat with Metal Base; Mid-Grade Fabrics		
Guest Chairs	1	Fully Upholstered with 4-Legged Metal Base and Arms; Mid-Grade Fabric		
36" Round Laminate Huddle Table with metal base	1	Laminate with Metal Base		
Fixed Personal Box/Box/File Storage	1	Metal (M)		
Fixed Personal File/File Storage	1	Metal (M)		
36" wide File Storage; 2 drawer high	1	Metal (M)		
36" wide File Storage; 3 drawer high	1	Metal (M)		

36" wide File Storage; 4 drawer high	1	Metal (M)	
36" wide File Storage; 2 drawer high	1	Metal (M)	
36" wide File Storage; 3 drawer high	1	Metal (M)	
36" wide File Storage; 4 drawer high	1	Metal (M)	
Keyboard tray	1		Fully Articulating
30" x 24" Magnetic Marker Board	1		
36" x 24" Magnetic Marker Board	1		
48" x 24" Magnetic Marker Board	1		
48" x 48" Magnetic Marker Board	1		
48" x 96" Magnetic Marker Board	1		
PANELS			
Power Pole Required for Electrical	1	Chicago Code	
Base infeed Required for Electrical	1	Chicago Code	
30" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
30" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
30" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
30" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
30" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
30" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
36" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
36" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
36" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
36" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
36" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
36" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
48" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
48" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
48" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
48" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
48" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
48" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
Privacy Door for 60" High Panels	1	Laminate	
Privacy Door for 66" High Panels	1	Laminate	
SOFT SEATING			
A. Soft Seating: Single Seat with arms	1	Mid-Grade Upholstery	
A. without arms	1	Mid-Grade Upholstery	
Tablet Arm for Seating	1	Laminate	
Power Module for Seating w/data and USB	1		
30" Round Occasional table	1	Laminate w/Metal base	
36" Round Occasional table	1	Laminate w/Metal base	

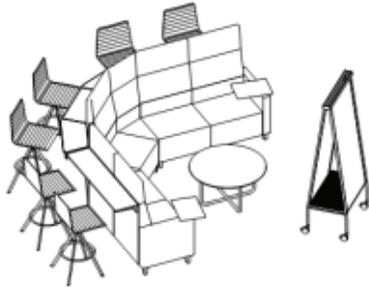
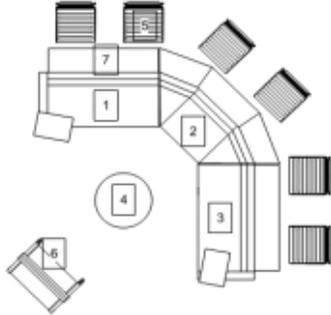
OPEN COLLABORATION WORK MODE TYPICALS and FURNITURE LIST



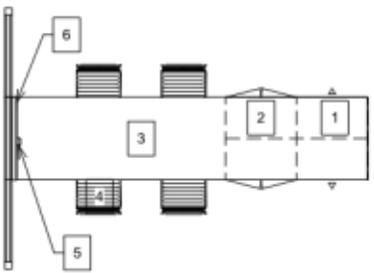
The following are the County Typical Open Collaboration Work Mode Options:

- Team Breakout A
- Team Breakout B
- Team Breakout C
- Communication Interaction A
- Communication Interaction B
- Communication Interaction C
- Communication Interaction D

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Open Collaboration Work Mode Furniture List section to select furniture options for Open Collaboration Typicals.

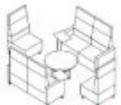
WORK MODE																																																					
OPEN COLLABORATION: TEAM BREAKOUT A. - TYPICAL																																																					
Building/ Department/ Room Location:	Date:																																																				
	Quantity:																																																				
Footprint	PLANVIEW																																																				
																																																					
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6	1	Mobile Magnetic Markerboard																																																			
7	3	Bistro Tables																																																			

Note: See Work Mode [Open Collaboration](#) Standards Furniture List for more options.

WORK MODE																																																				
OPEN COLLABORATION: COMMUNITY INTERACTION A. - TYPICAL																																																				
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Note: See Work Mode [Open Collaboration](#) Standards Furniture List for more options.

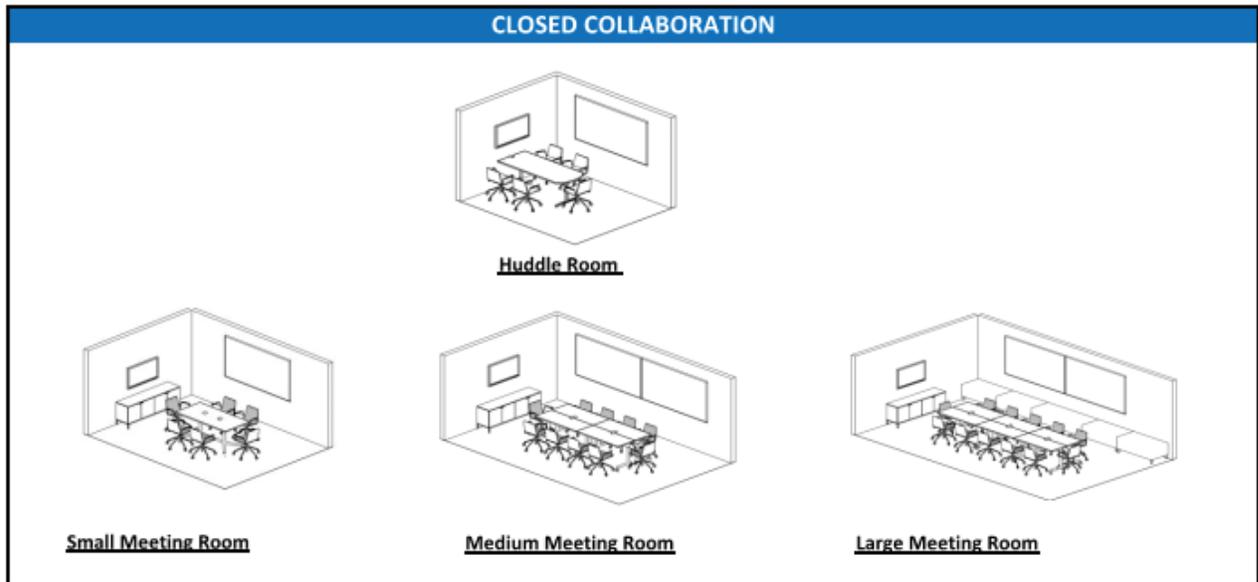
OPEN COLLABORATION WORK MODES FURNITURE LIST

WORK MODE			
OPEN COLLABORATION			
Team Breakout A	 Comm. Interaction C	 Comm. Interaction A	 Team Breakout A
Team Breakout B			
Community Interaction A			
Community Interaction B			
Community Interaction C			
Community Interaction D			
Description of Furniture Components	Quantity	Material	
SOFT SEATING			
Soft Seating: Single Seat with standard height arms, low back	1	Upholstered	
Soft Seating: Single Seat with standard height arms, high back	1	Upholstered	
Soft Seating: Single Seat without arms; low back	1	Upholstered	
Soft Seating: Single Seat with high arms, high back	1	Upholstered	
Soft Seating: Single Seat without arms; high back	1	Upholstered	
Attached Bistro Table on the Back of Single Soft Seating - Counter Height	1	Laminate	
Soft Seating: Double Seat with standard height arms, low back	1	Upholstered	
Soft Seating: Double Seat with standard height arms, high back	1	Upholstered	
Soft Seating: Double Seat without arms; low back	1	Upholstered	
Soft Seating: Double Seat with high arms, high back	1	Upholstered	
Soft Seating: Double Seat without arms; high back	1	Upholstered	
Attached Bistro Table on the Back of Double Seating - Counter Height	1	Laminate	
Soft Seating: Triple Seat with standard height arms, low back	1	Upholstered	
Soft Seating: Triple Seat with standard height arms, high back	1	Upholstered	
Soft Seating: Triple Seat without arms; low back	1	Upholstered	
Soft Seating: Triple Seat with high arms, high back	1	Upholstered	
Soft Seating: Triple Seat without arms; high back	1	Upholstered	
Attached Bistro Table on the Back of Triple Seating - Bench seating for (2) without backs; standard legs	1	Laminate	
	1	Upholstered	
Tablet Arm for Seating	1	Laminate	
Duplex Power Module w/ USB in Seating	1	National Code	
30" Round Occasional table; metal base	1	Laminate	
36" Round Occasional table; metal base	1	Laminate	
24' x 24" End Table; metal base	1	Laminate	
Pull Up Table with metal base	1	Laminate	
WORKSURFACES			
36" wide x 96" long x 36" high fixed laminate worksurface with end panels	1	Laminate	

	36" wide x 96" long x 36" high fixed laminate worksurface without end panels	1	Laminate	
	36" wide x 108" long x 36" high fixed laminate worksurface without end panels	1	Laminate	
	36" x 84" D - Top laminate worksurface with support column	1	Laminate w/Metal base	Seated Ht. (S)
	36" x 84" D - Top laminate worksurface with support column	1	Laminate w/Metal base	Café Ht. (CH)
	Desk top power module with Electrical/Data/USB ports	1		
	TABLES			
	36" Round Table Top	1	Laminate	Seated Ht. (S)
	48" Round Table Top	1	Laminate	Seated Ht. (S)
	36" Square Table Top	1	Laminate	Seated Ht. (S)
	48" Square table Top	1	Laminate	Seated Ht. (S)
	36" Round Table Top	1	Laminate	Café Ht. (CH)
	48" Round Table Top	1	Laminate	Café Ht. (CH)
	36" Square Table Top	1	Laminate	Café Ht. (CH)
	48" Square table Top	1	Laminate	Café Ht. (CH)
	Power Module for Table w/data and USB	1	Include duplex and 2 USB ports	
	CHAIRS			
	Chairs with Arms and Casters	1	Metal Base	Mesh Back and Upholstered Seat, Mid-Grade
	Chairs without Arms and Casters	1	Metal Base	Mesh Back and Upholstered Seat, Mid-Grade
	Stools with Arms, casters and foot ring	1	Metal Base	Mesh Back and Upholstered Seat, Mid-Grade
	Stools without Arms, casters and foot ring	1	Metal Base	Mesh Back and Upholstered Seat, Mid-Grade
	Chairs with Arms and Casters	1	Metal Base	Upholstered Seat and Back, Mid-Grade
	Chairs without Arms and Casters	1	Metal Base	Upholstered Seat and Back, Mid-Grade
	Stools with Arms, casters and foot ring	1	Metal Base	Upholstered Seat and Back, Mid-Grade
	Stools without Arms, casters and foot ring	1	Metal Base	Upholstered Seat and Back, Mid-Grade
	Chairs with Arms and Casters	1	Metal Base	Poly Seat and Back
	Chairs without Arms and Casters	1	Metal Base	Poly Seat and Back
	Stools with Arms, casters and foot ring	1	Metal Base	Poly Seat and Back
	Stools without Arms, casters and foot ring	1	Metal Base	Poly Seat and Back
	STORAGE			
	30" wide File Storage; 3 drawer high	1	Metal (M)	
	30" wide Open Storage; 3 drawer high	1	Metal (M)	
	30" wide Cabinet with doors and shelves; 3 high	1	Metal (M)	
	30" wide File Storage; 3 drawer high	1	Metal (M)	
	30" wide Open Storage; 3 drawer high	1	Metal (M)	
	30" wide Cabinet with doors and shelves; 3 high	1	Metal (M)	
	36" wide File Storage; 3 drawer high	1	Metal (M)	
	36" wide Open Storage; 3 drawer high	1	Metal (M)	
	36" wide Cabinet with doors and shelves; 3 high	1	Metal (M)	
	36" wide File Storage; 3 drawer high	1	Metal (M)	
	36" wide Open Storage; 3 drawer high	1	Metal (M)	
	36" wide Cabinet with doors and shelves; 3 high	1	Metal (M)	
	Locker Storage 15" wide x 18" deep x 18" high	1	Metal (M)	
	Locker Storage 15" wide x 18" deep x 36" high	1	Metal (M)	
	Locker Storage 15" wide x 18" deep x 18" high	1	Metal (M)	
	Locker Storage 15" wide x 18" deep x 36" high	1	Metal (M)	
	MEDIA			

	Two-sided Magnetic Mobile Markerboard 36" wide x 74" high x 21" deep	1		
	48" x 48" Magnetic Marker Board	1		
	48" x 96" Magnetic Marker Board	1		
	Mobile Lectern with pullout laptop shelf, and power	1	Laminate	

CLOSED COLLABORATION WORK MODE TYPICALS and FURNITURE LIST



The following are the County Typical Closed Collaboration Work Mode Options:

- Huddle Room
- Small Meeting Room
- Medium Meeting Room
- Large meeting Room

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Closed Collaboration Work Mode Furniture List section to select furniture options for Closed Collaboration Typicals.

CLOSED COLLABORATION WORK MODES FURNITURE LIST

WORK MODE			
CLOSED COLLABORATION			
	Huddle Room		
	Small Meeting Room		
	Medium Meeting Room		
	Large Meeting Room		
		<u>Huddle Room</u>	<u>Meeting Rooms</u>
Description of Furniture Components	Quantity	Material	
TABLES			
24" x 48" Table without Modesty Panel, on Casters, Flip Top and Nesting	1	Laminate w/Metal base	Seated Ht. (S)
24" x 60" Table without Modesty Panel, on Casters, Flip Top and Nesting	1	Laminate w/Metal base	Seated Ht. (S)
24" x 72" Table without Modesty Panel, on Casters, Flip Top and Nesting	1	Laminate w/Metal base	Seated Ht. (S)
48" Round Table Top	1	Laminate w/Metal base	Seated Ht. (S)
48" Square Table Top	1	Laminate w/Metal base	Seated Ht. (S)
48" x 120" Table Top (seats up to 12)	1	Laminate w/Metal base	Seated Ht. (S)
48" x 144" Table Top (Seats up to 14)	1	Laminate w/Metal base	Seated Ht. (S)
36" x 84" D - Top laminate worksurface with support column	1	Laminate w/Metal base	Café Ht. (CH)
48" Round Table Top	1	Laminate w/Metal base	Café Ht. (CH)
48" Square Table Top	1	Laminate w/Metal base	Café Ht. (CH)
48" x 120" Table Top (seats up to 12)	1	Laminate w/Metal base	Café Ht. (CH)
48" x 144" Table Top (Seats up to 14)	1	Laminate w/Metal base	Café Ht. (CH)
36" x 84" D - Top laminate worksurface with support column	1	Laminate w/Metal base	Café Ht. (CH)
Power Module for Table w/data and USB	1		
SEATING			
Chairs with Arms and Casters	1	Metal Base	Mesh Back and Upholstered Seat
Chairs without Arms and Casters	1	Metal Base	Mesh Back and Upholstered Seat
Stools with Arms, casters and foot ring	1	Metal Base	Mesh Back and Upholstered Seat
Stools without Arms, casters and foot ring	1	Metal Base	Mesh Back and Upholstered Seat
Chairs with Arms and Casters	1	Metal Base	Upholstered Seat and Back
Chairs without Arms and Casters	1	Metal Base	Upholstered Seat and Back
Stools with Arms, casters and foot ring	1	Metal Base	Upholstered Seat and Back
Stools without Arms, casters and foot ring	1	Metal Base	Upholstered Seat and Back
Bench seating for (2)	1	Metal Base	Upholstered Seat
Power Module for Bench w/data and USB	1		
STORAGE			
30" wide x 18" deep x 30" high Credenza with doors and (1) shelf	1	Laminate Top and Metal Case	Metal (M), Laminate Fronts (L)
18" deep x 30" wide top for Credenza	1		Laminate
18" deep x 60" wide top for Credenza	1		Laminate

	36" wide x 18" deep x 30" high Credenza with doors and (1) shelf	1	Laminate Top and Metal Case	Metal (M), Metal Fronts (L)
	18" deep x 36" wide top for Credenza	1		Laminate
	18" deep x 72" wide top for Credenza	1		Laminate
	18" deep x 96" wide top for Credenza	1		Laminate
	MEDIA			
	48" x 48" Magnetic Marker Board	1		
	48" x 96" Magnetic Marker Board	1		

COMMUNITY WORK MODE TYPICALS and FURNITURE LIST

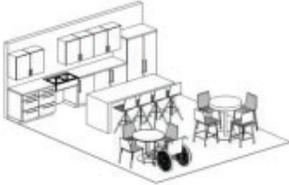


The following are the County Typical Community Work Mode Options:

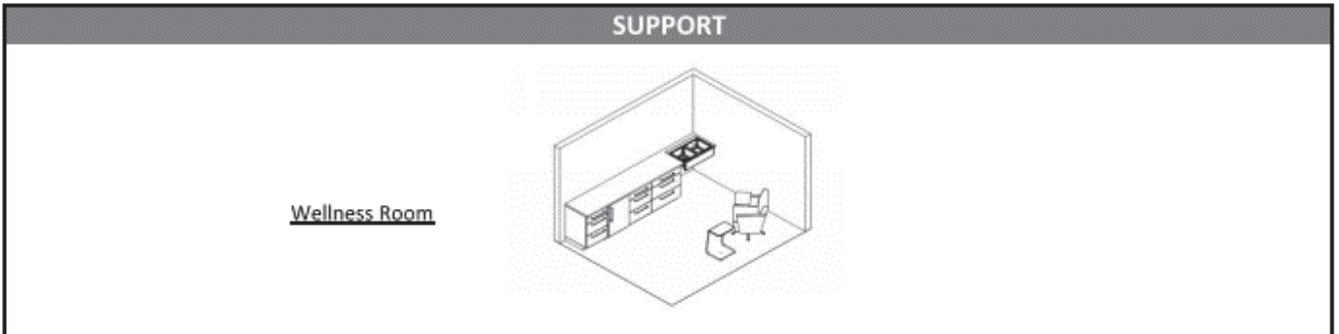
Pantry

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Community Work Mode Furniture List section to select furniture options for Community Typicals.

COMMUNITY WORK MODE FURNITURE LIST

WORK MODE			
COMMUNITY			
 <p>Pantry</p>			
Description of Furniture Components	Quantity	Material	
TABLES			
36" Round Table Top	1	Laminate w/Metal base	Seated Ht. (S)
36" Round Table Top	1	Laminate w/Metal base	Café Ht. (CH)
48" Round Table Top	1	Laminate w/Metal base	Seated Ht. (S)
48" Round Table Top	1	Laminate w/Metal base	Café Ht. (CH)
36" Square Table Top	1	Laminate w/Metal base	Seated Ht. (S)
36" Square Table Top	1	Laminate w/Metal base	Café Ht. (CH)
48" Square table Top	1	Laminate w/Metal base	Seated Ht. (S)
48" Square table Top	1	Laminate w/Metal base	Café Ht. (CH)
CHAIRS			
Chairs with Arms	1	Poly (P) with 4 Legs	
Chairs without Arms	1	Poly (P) with 4 Legs	
Chairs with Arms and Casters	1	Poly (P)	
Chairs without Arms and Casters	1	Poly (P)	
Stools with Arms	1	Poly (P) with 4 Legs	
Stools without Arms	1	Poly (P) with 4 Legs	
Stools with Arms, casters and foot ring	1	Poly (P)	
Stools without Arms, casters and foot ring	1	Poly (P)	
Chairs with Arms	1	Upholstered (U) with 4 Legs	
Chairs without Arms	1	Upholstered (U) with 4 Legs	
Chairs with Arms and Casters	1	Upholstered (U)	
Chairs without Arms and Casters	1	Upholstered (U)	
Stools with Arms	1	Upholstered (U) with 4 Legs	
Stools without Arms	1	Upholstered (U) with 4 Legs	
Stools with Arms, casters and foot ring	1	Upholstered (U)	
Stools without Arms, casters and foot ring	1	Upholstered (U)	

SUPPORT WORK MODE TYPICALS and FURNITURE LIST



The following are the County Typical Support Work Mode Options:

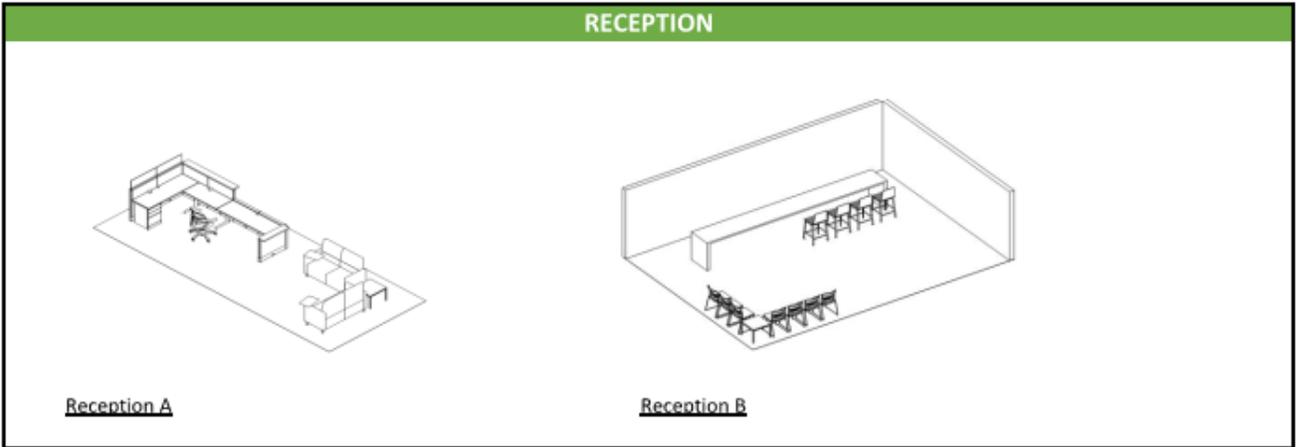
Wellness Room

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Support Work Mode Furniture List section to select furniture options for Support Typical.

SUPPORT WORK MODE FURNITURE LIST

WORK MODE			
SUPPORT			
			
	<u>Wellness Room</u>		
Description of Furniture Components	Quantity	Material	
SOFT SEATING			
A. Soft Seating: Single Seat with arms	1	Std Ht. Arms (A), Mid-Grade Upholstery	
A. without arms	1	Std Ht. Arms (A), Mid-Grade Upholstery	
Tablet Arm for Seating	1	Laminate	
Pull Up Table	1	Laminate with Metal Base	

RECEPTION WORK MODE TYPICALS and FURNITURE LIST

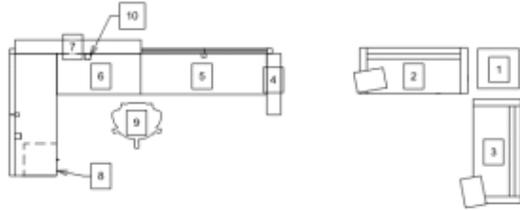


The following are the County Typical Community Work Mode Options:

Reception A

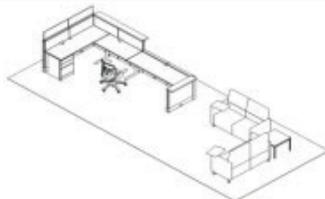
Reception B

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Reception Work Mode Furniture List section to select furniture options for Reception Typicals.

WORK MODE																																																	
RECEPTION: RECEPTION A. TYPICAL - with PANELS																																																	
Building/ Department/ Room Location:	Date:																																																
	Quantity:																																																
Footprint	PLANVIEW																																																
																																																	
	<table border="1"> <thead> <tr> <th>#</th> <th>Qty</th> <th>FURNITURE DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>End Table</td> </tr> <tr> <td>2</td> <td>1</td> <td>Double seat sofa with table arm on right tablet arm</td> </tr> <tr> <td>3</td> <td>1</td> <td>Double seat sofa with table arm on left tablet arm</td> </tr> <tr> <td>4</td> <td>1</td> <td>36" wide ADA Transaction counter</td> </tr> <tr> <td>5</td> <td>2</td> <td>24" x 72" worksurface</td> </tr> <tr> <td>6</td> <td>1</td> <td>24" X 48" Electric Height Adjustable table</td> </tr> <tr> <td>7</td> <td>1</td> <td>72" wide transaction counter</td> </tr> <tr> <td>8</td> <td>1</td> <td>Box/Box/File Storage</td> </tr> <tr> <td>9</td> <td>1</td> <td>Task Chair</td> </tr> <tr> <td>10</td> <td>2</td> <td>Desk top power module with Electrical/Data/USB ports</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Panels</td> </tr> <tr> <td></td> <td>2</td> <td>36" x 66" Privacy Panels with Glass Screens</td> </tr> <tr> <td></td> <td>2</td> <td>36" x 42" Panels</td> </tr> <tr> <td></td> <td>3</td> <td>36" x 30" Panels</td> </tr> </tbody> </table>	#	Qty	FURNITURE DESCRIPTION	1	1	End Table	2	1	Double seat sofa with table arm on right tablet arm	3	1	Double seat sofa with table arm on left tablet arm	4	1	36" wide ADA Transaction counter	5	2	24" x 72" worksurface	6	1	24" X 48" Electric Height Adjustable table	7	1	72" wide transaction counter	8	1	Box/Box/File Storage	9	1	Task Chair	10	2	Desk top power module with Electrical/Data/USB ports						Panels		2	36" x 66" Privacy Panels with Glass Screens		2	36" x 42" Panels		3	36" x 30" Panels
#	Qty	FURNITURE DESCRIPTION																																															
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7	1	72" wide transaction counter																																															
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		Panels																																															
	2	36" x 66" Privacy Panels with Glass Screens																																															
	2	36" x 42" Panels																																															
	3	36" x 30" Panels																																															

Note: See Work Mode [Reception](#) Standards Furniture List for more options.

RECEPTION WORK MODES FURNITURE LIST

WORK MODE			
RECEPTION			
 <p align="center"><u>Reception</u></p>			
Description of Furniture Components	Quantity	Material	
SOFT SEATING			
A. Soft Seating: Single Seat with arms	1	Std Ht. Arms (A), Mid-Grade Upholstery	
A. without arms	1	Std Ht. Arms (A), Mid-Grade Upholstery	
B. Soft Seating: Double Seats with arms	1	Std Ht. Arms (A), Mid-Grade Upholstery	
B. without arms	1	Std Ht. Arms (A), Mid-Grade Upholstery	
Armchair	1	Std Ht. Arms (A), Mid-Grade Upholstery	
Bench seating for (2)	1	Mid-Grade Upholstery	
Tablet Arm for Seating	1	Laminate	
Power Module in Seating			
24' x 24" End Table	1	Laminate with Metal Base	
30" Occasional table	1	Laminate with Metal Base	
36" Occasional table	1	Laminate with Metal Base	
RECEPTION WORKSTATION COMPONENTS			
24" x 48" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
24" x 48" height adjustable laminate table; electric	1	Laminate	
30" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
30" x 48" height adjustable laminate table; electric	1	Laminate	
Privacy screen for Height adjustable table	1	Laminate	
30" wide Laminate Transaction Top	1	Laminate	
36" wide Laminate Transaction Top	1	Laminate	
42" wide Laminate Transaction Top	1	Laminate	
48" wide Laminate Transaction Top	1	Laminate	
Desk top power module with Electrical/Data/USB ports	1		
30" wide open storage cabinet with (1) shelves	1	Metal (M)	
30" wide closed storage cabinet with (2) drawers	1	Metal (M)	
36" wide open storage cabinet with (1) shelves	1	Metal (M)	
36" wide closed storage cabinet with (2) drawers	1	Metal (M)	
30" wide open storage cabinet with (1) shelves	1	Laminate (L)	

	30" wide closed storage cabinet with (2) drawers	1	Laminate (L)	
	36" wide open storage cabinet with (1) shelves	1	Laminate (L)	
	36" wide closed storage cabinet with (2) drawers	1	Laminate (L)	
	Task Chair	1	Fully Upholstered with Metal Base; Mid-Grade Fabric	
	Task Chair	1	Mesh Back and Upholstered Seat with Metal Base: Mid-Grade Fabrics	
	Task Stools with casters and foot ring	1	Fully Upholstered with Metal Base; Mid-Grade Fabric	
	Task Stools with casters and foot ring	1	Mesh Back and Upholstered Seat with Metal Base: Mid-Grade Fabrics	
	Fixed Personal Box/Box/File Storage	1	Metal (M)	
	Fixed Personal File/File Storage	1	Metal (M)	
	Keyboard tray	1		Fully Articulating
	Monitor Arm	1		Fully Articulating; Desk Mount
	48" x 48" Magnetic Marker Board	1		
	48" x 96" Magnetic Marker Board	1		
	RECEPTION WORKSTATION PANELS			
	Power Pole Required for Electrical	1	See Power and Data Section D. of Specification	
	Base infeed Required for Electrical	1	Chicago Code	
	30" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
	30" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
	30" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	30" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	30" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	30" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
	36" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
	36" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
	36" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	36" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	36" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	36" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
	48" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	48" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	48" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
	CHAIRS			
	Chairs with Arms	1	Metal Base	Upholstered Seat and Back
	Ganged Seating for (1)	1	Metal Base	Upholstered Seat and Back
	A. Ganged Seating for (2)	1	Metal Base	Upholstered Seat and Back
	A. without arms	1	Metal Base	Upholstered Seat and Back
	B. Ganged Seating for (3)	1	Metal Base	Upholstered Seat and Back
	B. without arms	1	Metal Base	Upholstered Seat and Back
	C. Ganged Seating for (4)	1	Metal Base	Upholstered Seat and Back
	C. without arms	1	Metal Base	Upholstered Seat and Back
	D. Ganged Seating for (5)	1	Metal Base	Upholstered Seat and Back
	D. without arms	1	Metal Base	Upholstered Seat and Back
	Ganged Table within Seating	1	Laminate	
	Chairs with Arms	1	Metal Base	Poly Seat and Back
	Ganged Seating for (1)	1	Metal Base	Poly Seat and Back
	A. Ganged Seating for (2)	1	Metal Base	Poly Seat and Back
	A. without arms	1	Metal Base	Poly Seat and Back
	B. Ganged Seating for (3)	1	Metal Base	Poly Seat and Back
	B. without arms	1	Metal Base	Poly Seat and Back
	C. Ganged Seating for (4)	1	Metal Base	Poly Seat and Back
	C. without arms	1	Metal Base	Poly Seat and Back
	D. Ganged Seating for (5)	1	Metal Base	Poly Seat and Back

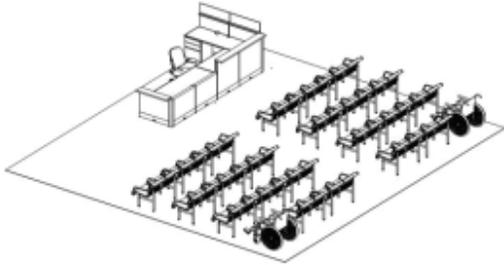
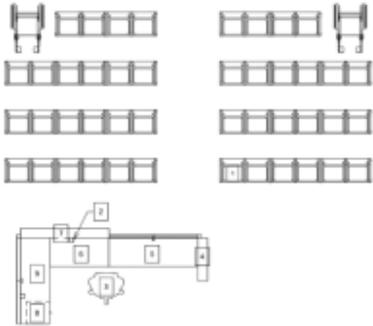
PUBLIC SERVICE SPACES WORK MODE TYPICALS and FURNITURE LIST



The following are the County Typical Public Service Spaces Work Mode Options:

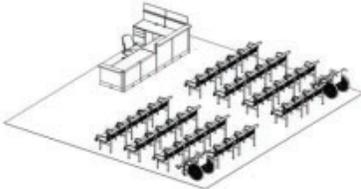
Jury Assembly

Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Public Service Spaces Work Mode Furniture List section to select furniture options for Public Service Space Typicals.

WORK MODE																																																		
PUBLIC SERVICE SPACES: JURY ASSEMBLY TYPICAL																																																		
Building/ Department/ Room Location:	Date:																																																	
	Quantity:																																																	
Footprint	PLANVIEW																																																	
																																																		
	<table border="1"> <thead> <tr> <th>#</th> <th>Qty</th> <th>FURNITURE DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>Ganged Seating with Arms</td> </tr> <tr> <td>2</td> <td>2</td> <td>Desk top power module with Electrical/Data/USB ports</td> </tr> <tr> <td>3</td> <td>1</td> <td>Task Chair</td> </tr> <tr> <td>4</td> <td>1</td> <td>36" wide ADA Transaction counter</td> </tr> <tr> <td>5</td> <td>2</td> <td>24" x 72" worksurface</td> </tr> <tr> <td>6</td> <td>1</td> <td>24" X 48" Electric Height Adjustable table</td> </tr> <tr> <td>7</td> <td>1</td> <td>72" wide transaction counter</td> </tr> <tr> <td>8</td> <td>1</td> <td>Box/Box/File Storage</td> </tr> <tr> <td>9</td> <td>1</td> <td>24" x 72" worksurface</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Panels</td> </tr> <tr> <td></td> <td>2</td> <td>36" x 66" Privacy Panels with Glass Screens</td> </tr> <tr> <td></td> <td>2</td> <td>36" x 42" Panels</td> </tr> <tr> <td></td> <td>3</td> <td>36" x 30" Panels</td> </tr> </tbody> </table>		#	Qty	FURNITURE DESCRIPTION	1	1	Ganged Seating with Arms	2	2	Desk top power module with Electrical/Data/USB ports	3	1	Task Chair	4	1	36" wide ADA Transaction counter	5	2	24" x 72" worksurface	6	1	24" X 48" Electric Height Adjustable table	7	1	72" wide transaction counter	8	1	Box/Box/File Storage	9	1	24" x 72" worksurface									Panels		2	36" x 66" Privacy Panels with Glass Screens		2	36" x 42" Panels		3	36" x 30" Panels
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Note: See Work Mode [Public Service Spaces](#) Standards Furniture List for more options.

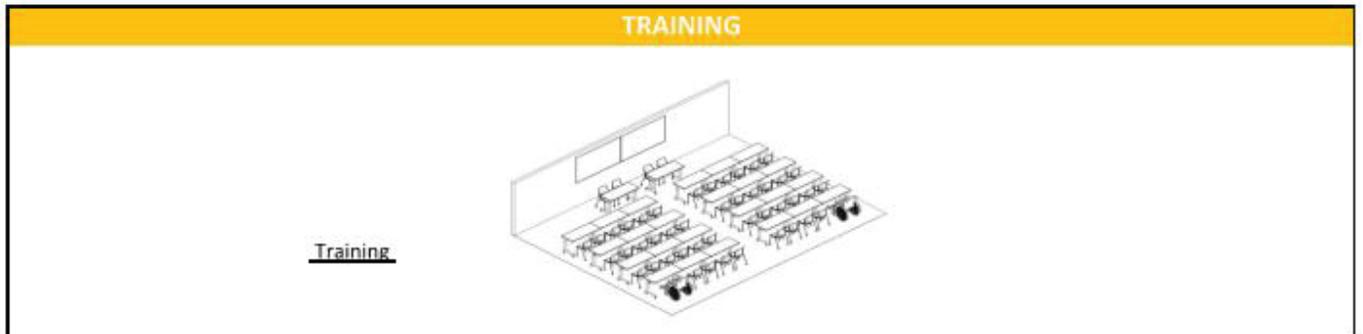
PUBLIC SERVICE WORK MODES FURNITURE LIST

WORK MODE			
PUBLIC SERVICE AREAS			
			
	<u>Jury Assembly Room</u>		
Description of Furniture Components	Quantity	Material	
SEATING			
Chairs with Arms	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
Chairs without Arms	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
A. Ganged Seating for (2)	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
A. without arms	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
B. Ganged Seating for (3)	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
B. without arms	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
C. Ganged Seating for (4)	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
C. without arms	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
D. Ganged Seating for (5)	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
D. without arms	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
Bench seating for (2)	1	Metal Base	Upholstered Seat Mid-Grade Upholstery
Bench seating for (3)	1	Metal Base	Upholstered Seat Mid-Grade Upholstery
Chairs with Arms	1	Metal Base	Poly Seat and Back
Chairs without Arms	1	Metal Base	Poly Seat and Back
A. Ganged Seating for (2)	1	Metal Base	Poly Seat and Back
A. without arms	1	Metal Base	Poly Seat and Back
B. Ganged Seating for (3)	1	Metal Base	Poly Seat and Back
B. without arms	1	Metal Base	Poly Seat and Back
C. Ganged Seating for (4)	1	Metal Base	Poly Seat and Back
C. without arms	1	Metal Base	Poly Seat and Back
D. Ganged Seating for (5)	1	Metal Base	Poly Seat and Back
D. without arms	1	Metal Base	Poly Seat and Back
Bench seating for (2)	1	Metal Base	Poly Seat

	Bench seating for (3)	1	Metal Base	Poly Seat
	Chairs with Arms	1	Metal Base	Metal Seat and Back
	Chairs without Arms	1	Metal Base	Metal Seat and Back
	A. Ganged Seating for (2)	1	Metal Base	Metal Seat and Back
	A. without arms	1	Metal Base	Metal Seat and Back
	B. Ganged Seating for (3)	1	Metal Base	Metal Seat and Back
	B. without arms	1	Metal Base	Metal Seat and Back
	C. Ganged Seating for (4)	1	Metal Base	Metal Seat and Back
	C. without arms	1	Metal Base	Metal Seat and Back
	D. Ganged Seating for (5)	1	Metal Base	Metal Seat and Back
	D. without arms	1	Metal Base	Metal Seat
	Bench seating for (2)	1	Metal Base	Metal Seat
	Bench seating for (3)	1	Metal Base	Metal Seat
	Ganged Table within Seating	1	Metal	
	Ganged Table within Seating	1	Laminate	
	Jury Seating with arms	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
	Jury Seating with Arms Fixed	1	Metal Base	Upholstered Seat and Back Mid-Grade Upholstery
	Jury Seating with arms	1	Metal Base	Upholstered Seat and Mesh Back Mid-Grade Upholstery
	Jury Seating with Arms Fixed	1	Metal Base	Upholstered Seat and Mesh Back Mid-Grade Upholstery
	Tablet Arm for Seating	1	Laminate	
	Power Module in Seating	1		
	PUBLIC SERVICE WORKSTATION COMPONENTS			
	24" x 48" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	24" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	24" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	24" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	24" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	24" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	24" x 48" height adjustable laminate table; electric	1	Laminate	
	30" x 60" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	30" x 72" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	30" x 84" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	30" x 96" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	30" x 108" fixed laminate worksurface	1	Laminate	Seated Ht. (S)
	30" x 48" height adjustable laminate table; electric	1	Laminate	
	Privacy screen for Height adjustable table	1	Laminate	
	30" wide Laminate Transaction Top	1	Laminate	
	36" wide Laminate Transaction Top	1	Laminate	
	42" wide Laminate Transaction Top	1	Laminate	
	48" wide Laminate Transaction Top	1	Laminate	
	Desk top power module with Electrical/Data/USB ports	1		
	30" wide open storage cabinet with (1) shelves	1	Metal (M)	
	30" wide closed storage cabinet with (2) drawers	1	Metal (M)	
	36" wide open storage cabinet with (1) shelves	1	Metal (M)	
	36" wide closed storage cabinet with (2) drawers	1	Metal (M)	
	30" wide open storage cabinet with (1) shelves	1	Laminate (L)	
	30" wide closed storage cabinet with (2) drawers	1	Laminate (L)	
	36" wide open storage cabinet with (1) shelves	1	Laminate (L)	

	36" wide closed storage cabinet with (2) drawers	1	Laminate (L)	
	Task Chair	1	Fully Upholstered with Metal Base; Mid-Grade Fabric	
	Task Chair	1	Mesh Back and Upholstered Seat with Metal Base; Mid-Grade Fabrics	
	Task Stools with casters and foot ring	1	Fully Upholstered with Metal Base; Mid-Grade Fabric	
	Task Stools with casters and foot ring	1	Mesh Back and Upholstered Seat with Metal Base; Mid-Grade Fabrics	
	Fixed Personal Box/Box/File Storage	1	Metal (M)	
	Fixed Personal File/File Storage	1	Metal (M)	
	Keyboard tray	1		Fully Articulating
	48" x 48" Magnetic Marker Board	1		
	48" x 96" Magnetic Marker Board	1		
	PUBLIC SERVICE WORKSTATION PANELS			
	Power Pole Required for Electrical	1	See Power and Data Section D. of Specification	
	Base infeed Required for Electrical	1	Chicago Code	
	30" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
	30" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
	30" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	30" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	30" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	30" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
	36" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
	36" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
	36" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	36" wide x 48" high Fabric Panels with raceways and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	36" wide x 54" high Fabric Panels with raceways and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	36" wide x 66" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 30" high Fabric Panels with raceways	1	Chicago Code	
	48" wide x 42" high Fabric Panels with raceways	1	Chicago Code	
	48" wide by 54" high Fabric Panels with raceways	1	Chicago Code	
	and 12" Frosted Glass Segment = 54" high panel	1	Chicago Code	
	and 12" Frosted Glass Segment = 66" high panel	1	Chicago Code	
	48" wide x 66" high Fabric Panels with raceways	1	Chicago Code	

TRAINING WORK MODE TYPICALS and FURNITURE LIST

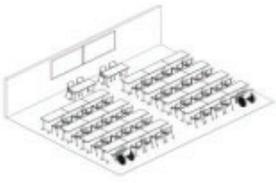


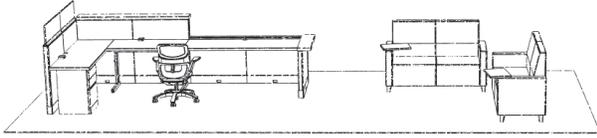
The following are the County Typical Training Work Mode Options:

Training Room

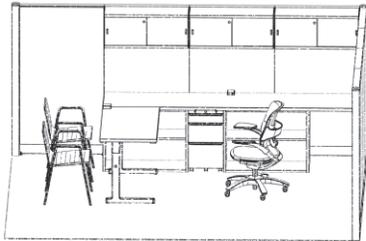
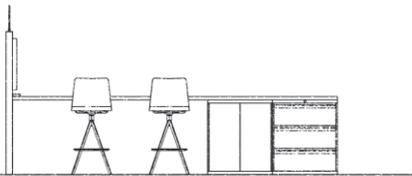
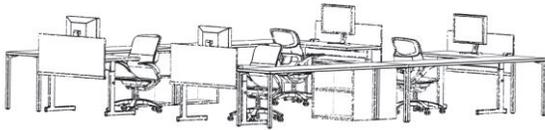
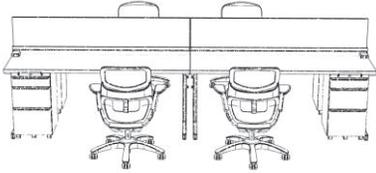
Each layout under this section outlines the description, size and type of furniture to be used per typical. Refer to the Training Work Mode Furniture List section to select furniture options for Training Typicals.

TRAINING WORK MODES FURNITURE LIST

WORK MODE			
TRAINING			
			
<u>Training</u>			
Description of Furniture Components	Quantity	Material	
TABLES			
24" x 48" Table without Modesty Panel, on Casters, Flip Top and Nesting	1	Laminate w/Metal base	Seated Ht. (S)
24" x 60" Table without Modesty Panel, on Casters, Flip Top and Nesting	1	Laminate w/Metal base	Seated Ht. (S)
24" x 72" Table without Modesty Panel, on Casters, Flip Top and Nesting	1	Laminate w/Metal base	Seated Ht. (S)
Modesty Panel	1	Laminate	
Power Module for Table w/data and USB	1		
CHAIRS			
Chairs with Arms	1	Metal Base	Mesh Back and Upholstered Seat
Chairs without Arms	1	Metal Base	Mesh Back and Upholstered Seat
Chairs with Arms and Casters	1	Metal Base	Mesh Back and Upholstered Seat
Chairs without Arms and Casters	1	Metal Base	Mesh Back and Upholstered Seat
Stools with Arms	1	Metal Base	Mesh Back and Upholstered Seat
Stools without Arms	1	Metal Base	Mesh Back and Upholstered Seat
Stools with Arms, casters and foot ring	1	Metal Base	Mesh Back and Upholstered Seat
Stools without Arms, casters and foot ring	1	Metal Base	Mesh Back and Upholstered Seat
Chairs with Arms	1	Metal Base	Upholstered Seat and Back
Chairs without Arms	1	Metal Base	Upholstered Seat and Back
Chairs with Arms and Casters	1	Metal Base	Upholstered Seat and Back
Chairs without Arms and Casters	1	Metal Base	Upholstered Seat and Back
Stools with Arms	1	Metal Base	Upholstered Seat and Back
Stools without Arms	1	Metal Base	Upholstered Seat and Back
Stools with Arms, casters and foot ring	1	Metal Base	Upholstered Seat and Back
Stools without Arms, casters and foot ring	1	Metal Base	Upholstered Seat and Back
Chairs with Arms	1	Metal Base	Poly Seat and Back
Chairs without Arms	1	Metal Base	Poly Seat and Back
Chairs with Arms and Casters	1	Metal Base	Poly Seat and Back
Chairs without Arms and Casters	1	Metal Base	Poly Seat and Back
Stools with Arms	1	Metal Base	Poly Seat and Back
Stools without Arms	1	Metal Base	Poly Seat and Back
Stools with Arms, casters and foot ring	1	Metal Base	Poly Seat and Back
Stools without Arms, casters and foot ring	1	Metal Base	Poly Seat and Back
MEDIA			
Two-sided Magnetic Mobile Markerboard 36" wide x 74" high x 21" deep	1		
48" x 48" Magnetic Marker Board	1		
48" x 96" Magnetic Marker Board	1		
Mobile Lectern with pullout laptop shelf, and power	1	Laminate	



FURNITURE SPECIFICATIONS



General Performance Criteria

The furniture and components specified herein are to be used as a “Kit of Parts” to configure the appropriate Work Mode typical within a layout as required by department or building. Refer to the Work Mode Typical and Work Mode Furniture List for specific requirements and sizes.

All furniture and components specified are to meet Cook County codes and regulations as required by the City of Chicago or any Municipality within Cook County.

FOCUS WORKSTATIONS

A. ALL COMPONENTS

1. Suppliers shall provide all hardware, connectors, brackets, finish plates, end caps, top caps, blank plates, etc., as required for a complete installation, whether or not specified. All components shall be of a design, material and workmanship to withstand hard daily usage over its lifetime with minimum maintenance and repair.
2. All components must comply with applicable American National Standards Institute (ANSI) Business and Institutional Furniture Manufacturer’s Association (BIFMA) standards.
3. All workstations shall be capable of being installed on top of finished flooring, including carpeting and hard surfaces.
4. The same manufacturer shall be used for all items within a workstation and within an office to allow all workstation, desking and case good finishes, laminate colors and details to match (same manufacturer exception- seating, lockers and other freestanding furnishings).
5. All hardware within the workbench or workstation shall match.
6. Locks shall be available for all components that may require this option.

B. PANELS

1. Panels shall be floor-mounted with a minimal thickness of 2” and shall be capable of supporting cantilevered worksurfaces, overheads, and other components in the configurations shown in the Work Mode Furniture Standards Typical without special modifications to the panels.

2. Panels shall consist of a welded metal frames with vertical channels and horizontal rails and panel feet with leveling glides. Frame shall be capable of accepting a monolithic or tiled insert on the exterior or interior of the workstation.
3. Panel connectors and posts shall be provided to complete the desired configuration.
4. All panels shall meet UL approval for flame and smoke.
5. All panels shall have solidly connected screw-type mechanical levelers to adjust heights and level the panels. Minimum travel distance for levelers shall be 1-1/2". Glides shall have a permanent non-rusting finish in a color to coordinate with the specified finish colors. Glides shall have a threaded steel shank. Provide carpet grips and panel stiffeners at unsupported panel runs.
6. All panels will have raceways. Raceways will be minimal 3" high. Base covers shall be available with or without knockouts that accept standard size receptacles and data faceplates.
7. Panel heights shall be 30", 42", 54" and 66", nominal.
8. Panel widths shall be 30", 36" and 48", nominal.

Standard Panel Sizes

- 30" wide x 30" high panels
 - 30" wide x 42" high panels
 - 30" wide x 54" high panels
 - 30" wide x 66" high panels

 - 36" wide x 30" high panels
 - 36" wide x 42" high panels
 - 36" wide x 54" high panels
 - 36" wide x 66" high panels

 - 48" wide x 30" high panels
 - 48" wide x 42" high panels
 - 48" wide x 54" high panels
 - 48" wide x 66" high panels
9. Frameless glass screens shall be available to attach to the top of panels to increase the overall height of a panel without any gaps between the glass screen and the top of the panel.
 10. Frameless glass screens that attach to the top of panel frames must also be available at a minimum height of 11".
 11. The frameless glass screens shall be available in clear, glazed, or etched options.
 12. Width of glass screen shall match the width of the panel frame.

13. Glass thickness of the glass screens shall be minimum of ¼" thick.
14. Panels shall include steel raceway covers, which are available with or without electrical /data knockouts.
15. Panel top cap and end trim shall be metal with a square or flat profile and powder coated paint finish. A minimum of eight options in Mid-Grade shall be available.
16. Finish posts and trim pieces shall be used at all 90 and 180-degree panel configurations.
17. End of run trim shall be used at all exposed end panels, even those hidden from sight.
18. Wall starters and all connectors and fillers shall be available to connect a panel to an architectural wall or column at 90 degrees.
19. Wall starters or fasteners to accommodate 30", 42", 54" and 66" (nominal) panel heights shall be available.
20. Panel assembly and disassemble to be non-progressive (the capability to remove a panel frame without disturbing adjacent frames).
21. Fabric for panels to be available in a minimum of eight Mid-Grade options.

C. DOORS

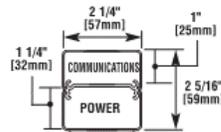
1. Privacy Doors shall be provided when required for a workstation.
2. Doors shall be constructed of aluminum frame, with urethane wheels and a fabric or laminate infill.
3. Doors locks shall be available when required.
4. The door shall attach to an equal-height frame and should allow for left or right closing specification. Door handles, and locks shall conform with (ADA) American with Disabilities Act guidelines.

D. POWER AND DATA

1. Provide power at panel base when required in Furniture Plan. Power raceway to be minimal 3" high.
2. When Chicago Electrical Code is required, provide panels with open cavity in raceway to allow for wiring by electrician. Provide these panels with raceway cover plates for power and data outlets.
3. When National Electrical Code is required, the electrical components shall be UL rated and meet the applicable requirements of the National Electric Code.

4. When National Electrical Code is required, provide base infeeds, power distribution modules and harnesses, jumpers and connectors from panel to panel, power outlets, and appropriate cover plates.
5. Provide power infeed option to tie into the building's power supply from a wall, floor, or column to a powered panel using base infeeds.
6. Provide power infeed option to tie into the building's power supply from a ceiling power pole to powered panel.
7. Power Poles need to meet Cook County's preferred power pole dimension requirements. Panel top caps shall be able to accept this power pole dimensions.

- 2-1/4" x 1-1/4"



8. Provide power receptacles to include: duplex, controlled receptacles, USB and communication ports.
9. Provide desktop power and data modules options including clamp-on, and undermount units that can be mounted at any point along the worksurface. A power cord should be available to plug into a duplex receptacle, minimal 6' cord.

OPTIONS to include:

- Electrical
- USB
- Data

10. Supplier will be responsible for coordinating furniture mounted power components with building system.

E. WORKSURFACES

1. Worksurfaces shall be available in nominal depths of 24" and 30".

Standard Worksurface Sizes

- 24" x 48"
- 24" x 60"
- 24" x 72"
- 24" x 84"
- 24" x 96"
- 24" x 108"

- 30" x 48"
- 30" x 60"
- 30" x 72"
- 30" x 84"
- 30" x 96"
- 30" x 108"

2. Transaction depth surfaces shall also be available to match panel widths. Minimal 8" wide.
3. Fixed worksurfaces shall be supported at standard desk height unless otherwise specified on the Furniture Plan.
4. Worksurface thickness shall be nominal 1-1/4".
5. Loading capacities shall be minimal of 200 lbs.
6. Worksurface finish shall be high-pressure plastic laminate or thermoplastic. Edge shall be ABS, PVC or vinyl. Laminate and edge band to be available in a minimum of eight options in Grade A.
7. A variety of supports shall be available for panel-hung or freestanding worksurfaces including and not limited to:
 - Cantilevers
 - Panel-to worksurface brackets
 - Flat brackets
 - C-leg supports
 - Open support legs
 - Support Columns
 - Leg Supports
 - End Panels
8. Leg supports shall not interfere with knee-space and allow user clear movement within the workstation or workbench.
9. Privacy screens and panels shall work with the width of the worksurface and offer:
 - 11" high to 24" high nominal privacy screens, options.
 - 42" high to 54" high nominal privacy panel, options.
10. Privacy Screens and panels shall include fabric or laminate options.
11. Modesty panels shall be available in both full and half Modesty panel options. Nominal heights of 11" to 26".
12. Flush mount plates shall be available.
13. Provide desktop power and data modules options including clamp-on, and undermount units that can be mounted at any point along the worksurface. A power cord should be available to plug into a duplex receptacle, minimal 6' cord.
 - OPTIONS to include:
 - Electrical
 - USB
 - Data
14. A minimum of eight laminate options in Basic Grade A shall be available.



HEIGHT ADJUSTABLE TABLES

1. Shall provide a Table Height adjustment for "sit to stand" range (min. 28" to 46" nominal). Tables shall have a simple standard electrical switch for height adjustment range and a load capacity of nominal 265 lbs.
2. Leg Supports shall be a C-Leg with adjustable glides.
3. Worksurfaces shall be available in 24" deep and 30" deep.
4. Worksurface thickness shall be nominal 1-1/4".
5. Worksurface finish shall be high-pressure plastic laminate. Edge shall be ABS, PVC or vinyl. Laminate and edge band to be available in a minimum of eight options in Basic Grade A.
6. Include 9.0' long power cord, minimal.
7. Tables shall have Privacy screens as an attachable option.
8. Privacy screens and panels shall work with the width of the worksurface and offer:
 - 11" high to 24" high nominal privacy screens, options.
 - 42" high to 54" high nominal privacy panel, options.
9. Privacy Screens shall include fabric or laminate options.
10. Electric Mechanism shall have detection sensor for items that may be in the path of travel and come standard with an up/down control integrated conveniently below the worksurface's front edge.
11. Table shall include wire management both at table top, below table top and along the leg.
12. Provide desktop power and data modules options including clamp-on, and undermount units that can be mounted at any point along the worksurface. A power cord should be available to plug into a duplex receptacle, minimal 6' cord.
 - OPTIONS to include:
 - Electrical
 - USB
 - Data
13. A minimum of eight laminate options in Basic Grade A shall be available.

G. LOWER STORAGE

1. Lower file storage cabinets shall be available in metal and laminate options.
2. Construction of metal units shall be minimum 20-gauge painted roll-formed steel.
3. Construction of laminate units shall be ¾" thick particle board with laminate.
4. All storage units shall be finished on all exposed sides and have coordinating finish options. Finish shall be factory completed with all edging.
5. Locks shall be available and optional.
6. A minimum of eight laminate options in Basic Grade A shall be available.
7. A minimum of eight metal Finishes shall be available in Basic Grade A.

PERSONAL PEDESTAL STORAGE

8. Pedestal storage shall be available in metal with options for laminate drawer fronts.
9. Pedestals storage shall be configured as Box/Box/File.
10. Pencil tray inserts shall be available.
11. Pedestal storage cabinets shall have nominal dimensions of 22" deep x 15" wide x 27" high.
12. All storage drawers shall operate on full extension metal ball-bearing glides.
13. Casters shall be available for Mobile Pedestal storage option.

LATERAL STORAGE

14. Two drawer Lateral Files
 - 18" deep x 30" wide x 30" high
 - 18" deep x 36" wide x 30" high
15. Three drawer Lateral Files
 - 18" deep x 30" wide x 42" high
 - 18" deep x 36" wide x 42" high

16. Four drawer Lateral Files
 - 18" deep x 30" wide x 54" high
 - 18" deep x 36" wide x 54" high
17. File cabinets shall have a counter-weights when appropriate.
18. Lateral Storage cabinets shall be able to support worksurfaces or slide under a worksurface without interfering with the height of the worksurface.
19. Drawer load capacity shall be 125 lbs., nominal for the file cabinets.

OPEN SHELVING STORAGE

20. Open shelving storage cabinets shall have (1) adjustable shelf that adjusts in 1", nominal increments.
21. Open storage cabinets shall have nominal dimensions of:
 - 30" wide x 18" deep x 30" high
 - 36" wide x 18" deep x 30" high
22. Open storage cabinets shall include leveling glides.
23. Open Storage cabinets shall be able to support worksurfaces or slide under a worksurface without interfering with the height of the worksurface.
24. Open storage cabinet shall accommodate binder-height files.

H. OVERHEAD STORAGE

1. Overhead storage shall be finished on all exposed sides and have coordinating finish options. Finish shall be factory completed with all edging.
2. Overhead closed storage cabinets shall have the option for hinged doors, sliding doors or flip top doors.
3. Overhead open storage cabinet shall be provided.
4. Nominal dimensions shall be:
 - 15" high x 15" deep x 30" wide
 - 15" high x 15" deep x 36" wide
 - 15" high x 15" deep x 48" wide
5. Storage shall be wall mounted (minimum of 18" above worksurface) with wall track where required.
6. Closed and Open storage units shall be provided in laminate option.

7. Closed and Open storage units shall be provided in metal option.
8. Construction of metal units shall be minimum 20-gauge painted roll-formed steel.
9. Construction of laminate units shall be ¾" thick particle board with laminate.
10. All closed and open units shall accept task lights.
11. A minimum of eight laminate options in Basic Grade A shall be available.
12. A minimum of eight metal Finishes shall be available in Basic Grade A.

I. TASK LIGHTING

1. Provide LED Lighting that can mount under a closed or open cabinet with a minimal 9' long cord, and wire management.
2. Task light shall be hidden from view beneath the overhead unit.
3. The lights shall be UL listed and meet the following County Building Lighting Standards requirements:
 - Minimum efficacy of 110 lumens/watt
 - Color temperature of 4100K indoor, 3000K outdoor fixtures
 - L70 rating at 60,000 hours
 - CRI ≥ 85
 - Fully dimmable (Except accent or specialty fixtures)

J. TACKBOARDS and BACK-PAINTED GLASS PANELS

1. Supplier to provide and install wall track and tackboard panels or back-painted glass panels that extends below the storage component to the top of the work surface and the full width of the overhead unit.
2. Provide either tackboard or back-painted glass panels as an option.
3. Tackboard surfaces to conceal wall track.
4. Tackboard cable managers shall be available.
5. Fabric for tack boards to be available in a minimum of eight Mid-Grade options.
6. Glass back-painted panels shall be available to be mounted above the work surface and work with the overhead storage. The surface should be writable.

K. WORKSTATION ACCESSORIES

1. Provide Ergonomic Keyboard tray options including fully articulating arm, mouse pad and wrist support.
2. Keyboard trays to be mounted on the underside of the worksurface for proper height and angle for the user.
3. Mechanisms are to extend out when in use and store neatly under the work surface not obstructing the users knee space.

OPEN and CLOSED COLLABORATIVE FURNITURE

L. MOBILE TABLES

1. Tables shall be rectangular shaped with flip top option, C-leg metal base and locking casters.

Standard Sizes

- 24" deep x 48" wide x 29" high
 - 24" deep x 60" wide x 29" high
 - 24" deep x 72" wide x 29" high

 - 30" deep x 48" wide x 29" high
 - 30" deep x 60" wide x 29" high
 - 30" deep x 72" wide x 29" high
2. Table top construction shall be furniture grade particle board finished with high pressure plastic laminate and a matching ABS, PVC or Vinyl edge. Top shall be offered with a minimum of eight laminates with matching edgeband.
 3. Table top thickness shall be nominal 1-1/4".
 4. Modesty panels including fixed and removal options shall be available, minimal height of 8" and shall extend the whole length of the table.
 5. Provide desktop power and data modules options including clamp-on, and undermount units that can be mounted at any point along the worksurface. A power cord should be available to plug into a duplex receptacle, minimal 10' cord.

OPTIONS to include:

- Electrical
 - USB
 - Data
6. Power module shall be UL listed.
 7. Wire managers shall be available.
 8. A minimum of eight laminate options in Basic Grade A shall be available.
 9. A minimum of eight metal Finishes shall be available in Basic Grade A.

M. CONFERENCE TABLES / WORKSURFACES

1. Tops shall be in one or more pieces depending on the length of the Table/worksurface.
2. Top sizes shall be:
 - 48" Round
 - 60" Round
 - 36" x 84" D- shaped top
 - 36" x 72"
 - 42" x 84"
 - 42" x 96"
 - 48" x 120"
 - 48" x 144"
3. Table construction shall be furniture grade particle board finished with high pressure plastic laminate and a matching ABS, PVC or vinyl edge. Top shall be offered with a minimum of eight laminates and matching edgeband.
4. Table top thickness shall be nominal 1-1/4".
5. Provide desktop power and data modules options including clamp-on, and undermount units that can be mounted at any point along the worksurface. A power cord should be available to plug into a duplex receptacle, minimal 6' cord.
 - OPTIONS to include:
 - Electrical
 - USB
 - Data
6. Power module shall be UL listed.
7. The power module shall be able to plug directly into the floor or wall outlet or have the capability to be hard wired to meet Chicago Code requirements.
8. Metal Table bases shall be available to support both seated height (29" high) and counter height (36"high) table options.
9. Base style options shall include but not limited to T-Base, X-Base, and disc bases.
10. Bases shall have leveling glides.
11. Construction of bases shall be cast aluminum for the feet and 16 gauge tubular steel for the column.
12. A minimum of eight laminate options in Basic Grade A shall be available.

13. A minimum of eight metal Finishes shall be available in Basic Grade A.

N. OCCASIONAL TABLES

1. Coffee Table shall be nominal:
 - 30" diameter x 20" high with a metal base and laminate top
 - 36" diameter x 20" high with a metal base and laminate top
2. End tables shall be nominal:
 - 24" x 24" x 26" high with a metal base and laminate top.
3. Table top construction to be furniture grade particle board with a high-pressure laminate finish and matching flat ABS or PVC or vinyl edgeband.
4. Table top thickness shall be nominal ¾" thick laminate over MDF core.
5. Base shall have leveling glides.
6. Provide desktop power and data modules options including clamp-on, and undermount units that can be mounted any point along the worksurface. A power cord should be available to plug into a duplex receptacle, minimal 6' cord.
 - OPTIONS to include:
 - Electrical
 - USB
 - Data
7. A minimum of eight metal Finishes shall be available in Basic Grade A.

O. LOCKERS

1. Lockers shall be all-welded construction using high quality, tension leveled cold rolled steel. The steel gauges selected for the fronts, bodies and accessories shall be of highest quality durability and performance for all components.
2. Construction of lockers shall be minimum 20-gauge for the outer panels, fronts and tops and shelves.
3. Corners shall be strengthened with a reinforcing gusset and welded at junction of top and case fronts, eliminating horizontal lines for a cleaner, flush appearance on the face of the cabinet.
4. Units shall have sound-absorbing materials for quieter operation.
5. Hinged door units shall be equipped with one adjustable shelf, slotted on 1" centers for dividers.
6. Self-closing, 110 degree opening, European style cupboard hinges for smooth door operation shall be available.

7. All locker units to have ventilation holes along the length of the full-height doors.
8. Nominal dimensions for lockers:
 - 15" wide x 18" deep x 18" high
 - 15" wide x 18" deep x 36" high
9. Lockers shall have lock bars that operate for maximum security.
10. Glides shall be provided for adjustments.
11. Lock options shall be available including:
 - e-locks
 - Hasp locks
12. Lockers shall be finished on all exposed sides and have coordinating finish options.
13. Lockers shall be available in metal and laminate options.
14. A minimum of eight metal finishes options in Basic Grade A shall be available.
15. A minimum of eight laminate options in Basic Grade A shall be available.

P. MARKER BOARDS

1. Magnetic marker boards shall be available with matte-white finish that reduces glare from ambient light in an office or training room environment.
2. Provide a matte-white surface with a low-gloss factor.
3. Marker boards shall be projection compatible, monolithic in construction with vanishing edges. Construction of boards shall be frameless with 1" depth.
4. Magnetic Glass Marker Boards shall be available in ¼" thick tempered safety writing glass.
5. Construction of the boards shall offer a high potential for magnetic holding.
6. Mounting Options shall be available including stand-off and no visible mounting hardware.
7. Standard sizes shall be available including:
 - 48" wide x 48" long x 1" deep
 - 48" wide x 96" long x 1" deep

8. Mobile Magnetic frame marker boards shall be available, with locking casters.
9. The boards shall be able to handle magnetic attachments from edge to edge.
10. Shall be able to use any white board markers on the surface without leaving any residual shadows.
11. Marker board trays shall be available.
12. Manufacturer shall offer Magnets for the magnetic marker boards.
13. Magnetic boards shall have warranty available from the manufacturer Guaranteed- to- clean for 10 years.

SEATING

Q. TASK SEATING

1. Seating shall include Flex back material including Mesh or Poly, and upholstered with upholstered seat, built-in lumbar support, and synchronized recline control tilt, tension and lock control, and seat depth adjustments.
2. Pneumatic seat height adjustment that range from 15" to 24".
3. Seat depth adjustment with minimum 3" range.
4. Tilt preference with 3 settings to adjust recline movement.
5. All control levers must be within easy reach from the seat position in accordance with ADA standards.
6. Seat shall be of high resilience molded urethane foam with upholstered cover.
7. Arms to have fully articulating options including height, width, and pivot adjustability.
8. Arm caps in polyurethane or thermoplastic caps.
9. Seating shall have armless option with above settings.
10. Chair back to be of Flex back or upholstered material in Mid-Grade. Back material to be available in a minimum of five colorways.
11. Chair Seat upholstery in Mid-Grade. Fabrics to be available in a minimum of five colorways.
12. Base to be five-star with options for carpet and soft casters.

13. Task Seating shall be available in Midback, and Stool Height Options.
14. A minimum of four metal Finishes shall be available in Basic Grade A for the bases.
15. Warranty minimum requirements:
 - 10 years

R. TASK STOOLS

1. Seating shall include Flex back material including Mesh or Poly, and upholstered with upholstered seat, built-in lumbar support, and synchronized recline control tilt, tension and lock control, and seat depth adjustments.
2. Pneumatic seat height adjustment that range from 22" to 31".
3. Seat depth adjustment with minimum 3" range.
4. Tilt preference with 3 settings to adjust recline movement.
5. All control levers must be within easy reach from the seat position in accordance with ADA standards.
6. Seat shall be of high resilience molded urethane foam with upholstered cover.
7. Arms to have fully articulating options including height, width, and pivot adjustability.
8. Arm caps in polyurethane or thermoplastic caps.
9. Seating shall have armless option with above settings.
10. Stool back to be of Flex back material.
11. Base to be five-star with foot rest and options for carpet and soft casters.
12. Chair back to be of Flex back material in Mid-Grade. Back material to be available in a minimum of five colorways.
13. Chair Seat upholstery in Mid-Grade. Fabrics to be available in a minimum of five colorways.
14. A minimum of four metal Finishes shall be available in Basic Grade A for the bases.
15. Warranty minimum requirements:
 - 10 years

S. CONFERENCE ROOM SEATING

1. Seating for this category shall include the following options:
 - Highback
 - Midback
 - Mesh Back
 - Upholstered Back
 - Cushioned Seats
2. Options shall include seating with Mesh back material or upholstered back and upholstered seat, that combines high performance.
3. The back shall have sufficient curvature and tension to serve as a built-in lumbar support with minimal manual lever or knob adjustment required.
4. A tilt tension control with a synchronized recline of seat to back.
5. A pneumatic seat height adjustment that range from 14" to 24", nominal.
6. Tilt lock preference with 3 settings to upright, midway and fully reclined positions.
7. All control levers must be within easy reach from the seat position in accordance with ADA standards.
8. Seat shall be of high resilience molded foam with upholstered cover.
9. Arms options shall include polyurethane, metal or upholstered options.
10. Seating shall have armless option with above settings.
11. Base to be five-star with options for carpet and soft casters.
12. Chair Back with Mesh back material or upholstered in Mid-Grade. Back material to be available in a minimum of five colorways.
13. Chair Seat upholstery in Mid-Grade. Fabrics to be available in a minimum of five colorways.
14. A minimum of four metal Finishes shall be available in Basic Grade A for the bases.
15. Warranty minimum requirements:
 - 10 years

- T. GUEST, COLLABORATIVE, RECEPTION AND PANTRY SEATING
1. Seating for this category shall be of a “Family” that includes the following options:
 - Stacking
 - 4-Legged tubular steel legs
 - Steel Sled Base
 - 4-Star Metal Base
 - 5-Star Base
 - Counter Height Stool with foot rest
 - Bar Height Stool with foot rest
 - Stool Height with Five Star Base and foot rest
 - Fixed Arms
 - Arm Pads
 - Armless
 - Hard and Soft Casters
 - Upholstered Seat pad cushion
 - Ganging clips to connect seats
 - Tablet Arm
 2. Construction of the shell of the seating shall be available in polymer, upholstered, and Mesh Back material.
 3. Glides shall be available for soft and hard flooring.
 4. Casters shall be available for soft and hard flooring.
 5. Seating with 5-prong base shall have pneumatic height adjustment.
 6. All control levers must be within easy reach from the seat position in accordance with ADA standards.
 7. Choice of five color ways minimum shall be available for the shell.
 8. Chair back material in Mid-Grade. Back material to be available in a minimum of five colorways.
 9. Chair Seat upholstery in Mid-Grade. Fabrics to be available in a minimum of five colorways.
 10. A minimum of four metal Finishes shall be available in Basic Grade A for the bases.

U. SOFT SEATING

1. Lounge seating for this category shall be of a "Family" that includes the following options:
- Club Chairs
 - Lounge Chairs
 - Bench Options
 - Lounge seating for 1
 - Lounge seating for 2
 - Lounge Seating for 3

2. Multiple back heights shall be available including:
- Midback
 - Highback

3. Multiple arm heights shall be available including:
- A. Standard height arms
 - B. Mid height arms
 - C. High height arms



A.

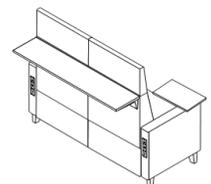


B.



C.

4. Bench options shall be available for one seat, two seat or three seats.
5. Interior frame shall be constructed of plywood with tenon joints that are glued and screwed for maximum joint stability.
6. The seat construction shall be of minimum 5" high grade polyurethane foam covering a plywood seat panel.
7. The back construction shall be of 1-1/2" high grade polyurethane foam stretched over web sheet and attached to the frame.
8. The armrest shall be constructed with 3/4" high grade polyurethane foam on the arm surface and 3/8" on the sides.
9. Tablet arms shall be constructed with 3/4" thick laminate over MDF core and allows for 360 degrees swivel.
- Writing surface nominal, 17" wide x 12" deep
10. Legs and glides shall be available in metal or wood with adjustable leveling glides, where applicable.
11. Options for the club chair bases shall be available including 5-prong and legs, and offer casters for the club chairs.
12. Personal pull-up tables shall be available with minimum 50 lbs. weight limit and minimum dimension of 22" wide x 13" deep.
13. Bistro Tables shall be available in laminate with a minimum 50 lb. weight limit per seat location.
14. Electrical power module shall be available on arms or front of seat with receptacles and USB ports and a minimum 9' cord.



15. Electrical power module to be UL listed.

V. PUBLIC RECEPTION AREA SEATING

OPTION 1

1. Seating for this category shall be of a “Family” that includes the following options:
 - Post and Beam Construction
 - Fixed Arms
 - Armless
 - Bench Options
 - Metal Seat and Backs
 - Wood Seat and Backs
 - Upholstered Seat and back
 - Inline Tables
2. Construction of legs, arms and end caps of steel construction.
3. Construction of seat and back perforated or solid steel panels with option for polyurethane foam molded over steel frame seat.
4. Construction of back in molded plywood with contoured polyurethane foam molded over frame, option.
5. Glides shall be available for soft and hard flooring.
6. Floor mounting options shall be available.
7. Ganging Brackets shall be available.
8. Inline seating shall be available in single, 2 person, 3 person, 4 person, and 5 person units, and to be able to connect with bench seating, corner and inline tables.
9. Table construction option shall be furniture grade particle board finished with high pressure plastic laminate and a matching ABS, PVC or vinyl edge.
10. Table construction option shall include perforated powder coated steel.
11. Table laminate shall be offered with a minimum of eight laminates and matching edgeband.
12. Chair back upholstery in Mid-Grade. Back material to be available in a minimum of five colorways.
13. Chair Seat upholstery in Mid-Grade. Fabrics to be available in a minimum of five colorways.

14. A minimum of four metal Finishes shall be available in Basic Grade A for the frames.

W. PUBLIC RECEPTION AREA SEATING

OPTION 2

1. Seating for this category shall be of a “Family” that includes the following options:
 - Post and Beam Construction
 - Fixed Arms
 - Armless
 - Bench Options
 - Polypropylene Seat and Backs
 - Upholstered Seat and Backs
 - Inline Tables
2. Construction of the shell of the seating shall be of polypropylene material for both the seat and back with steel frame, and an option for upholstered seat and backs.
3. Glides shall be available for soft and hard flooring.
4. Floor mounting options shall be available.
5. Ganging Brackets shall be available.
6. Inline seating to be available in single, 2 person, 3 person and 4 person, 5 person units, and to be able to connect with bench seating, corner and inline table options.
7. Table construction shall be furniture grade particle board finished with high pressure plastic laminate and a matching ABS, PVC or vinyl edge.
8. Table laminate shall be offered with a minimum of eight laminates and matching edgeband.
9. Chair shell available in a minimum of five colorways in Mid-Grade.
10. Chair Seat upholstery in Mid-Grade. Fabrics to be available in a minimum of five colorways.
11. A minimum of four metal Finishes shall be available in Basic Grade A for the frames.

X. WARRANTY

1. Warranty for the above products shall cover multiple shift usage, lifetime; minimum of 10 years, 24/7 multiple shifts for the furniture with exception to fabrics and upholsteries.
2. Follow all BIFMA (Business and Institutional Furniture Manufacturers Association) industry standards. BIFMA level was created to deliver the most open and transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. The level brand identifies that a product has been vetted by an independent third-party certifier and its BIFMA level marking of 1, 2 or 3 indicates the threshold of the standard a product has achieved, with 3 being the best.

N/A

CONTRACT NO. 1945-18058 A

SITE INSPECTION CERTIFICATE

(NOT APPLICABLE)

This is to verify that Bidder has, this date, participated in the Mandatory Site Inspection as required in this Bid. Bidder has inspected the site and related Bid Documents and fully familiarized itself with all conditions and matters which might in any way affect the Deliverables, including costs and scheduling.

NAME (PRINTED/TYPED AND SIGNATURE)

COMPANY

OFFICIAL CAPACITY

TELEPHONE NUMBER (Area Code)

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

INSPECTION CONFIRMED BY: _____

DATE: _____

PROPOSAL

BIDDER: Space Continuum, LLC

The Bidder declares that it has carefully examined the Advertisement for Bids, the Instruction to Bidders, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 1945-18058C for Supply Delivery and Installation of Office Furniture, 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 rights to plead any misunderstanding regarding the same.

In the event that there is a mathematical error between the "Unit Price" and "Extended Price", the Unit Price will prevail. Provide unit prices for this bid on Attachment A attached to this PDF as a fillable Excel Spreadsheet. This spreadsheet should be completed and submitted electronically. Failure to submit the spreadsheet will be cause for disqualification.

All shipping and delivery charges for inside delivery must be included in the Unit Price. Items will be ordered in various quantities on an "As Needed" basis.

Contract Amount not to exceed \$250,000.00

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	LOT	1	MARKER BOARDS, AS PER SPECIFICATIONS HEREIN. \$ <u>225,000.00</u> /LOT
			\$ <u>225,000.00</u> TOTAL

GRAND TOTAL: \$ 225,000.00

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

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

Addendum No. <u>1</u>	Date: <u>8/9/20</u>
Addendum No. <u>2</u>	Date: <u>8/9/20</u>
Addendum No. <u>3</u>	Date: <u>8/9/20</u>

ATTACHMENT B

SPECIFICATIONS AND PRICE TABULATION SHEET



ATTACHMENT 1 -
SUPPLY, DELIVERY AND INSTALLATION OF OFFICE
DOCUMENT NO. 194

Vendors shall provide the pertinent information Bids submitted with incomplete information will be rejected.			
	Vendor:		
	Manufacturer:		
	Provide the discount for the following List Price Ranges for the furniture outlined below:	Percent Discount	Discounts shall be based on the List Price and shall include all applicable taxes and fees. Regular Union Installation Overtime Union Installation Premium Union Installation
	Tier 1: \$1 - \$15,000	55.00%	
	Tier 2: \$15,001 - \$50,000	55.00%	
	Tier 3: \$50,001 - \$100,000	55.00%	
	Tier 4: \$101,000 - \$250,000	55.00%	
	Tier 5: \$250,001 +	55.00%	
Bidders are to follow the Furniture Specifications outlined in this document.			
Manufacturer's Dealer's List Price Date:			
07/01/20		Quantity	Type of Material
MARKER BOARDS Description of Furniture Components			Manufacturer Product Description
	48" x 48" Frameless Magnetic marker boards with matte-white finish that reduces glare from ambient light.	1	White Boards MB PROFILE SERIES 47.5 X .25
	48" x 96" Frameless Magnetic marker boards with matte-white finish that reduces glare from ambient light.	1	White Boards MB PROFILE SERIES 95.5 X .25
	30" x 24" Magnetic Marker Board wall or panel mount.	1	White Boards MB S-800 LC53 ALU MT/MR MODIFIED
	36" x 24" Magnetic Marker Board wall or panel mount.	1	White Boards MB 5-800 LC53 ALU MT/MR 2'x3'
			MB 5-800 LC53 ALU

EXHIBIT I

Instructions for Submitting an Electronic Bid

INSTRUCTIONS FOR SUBMITTING AN ELECTRONIC BID/PROPOSAL/QUALIFICATION

For electronic submissions, firms shall use the following link to submit Bids/Proposals/Qualifications electronically:

<https://www.cookcountyil.gov/service/online-solicitation-bid-submission>

Follow these steps to submit your electronic submission:

Step 1. Select the solicitation you are submitting a Bid/Proposal/Qualification for by clicking on the corresponding solicitation number. Once a solicitation number has been selected, it will be highlighted:

SOLICITATION INFORMATION
Note: * indicates a REQUIRED field.
Please Select Solicitation Number *
1901-18013 (Closes 4/29/20 - 3PM CST) ▲
2053-18202 (Closes 4/15/20 - 3PM CST) ▼
COMPANY INFORMATION

Step 2. Enter your company information:

COMPANY INFORMATION
Organization / Company Name *
<input type="text"/>
Street Address *
<input type="text"/>
City *
<input type="text"/>
State *
<input type="text" value="IL"/>
Zipcode *
<input type="text"/>

Step 3. Enter your company's point of contact information:

CONTACT'S INFORMATION
Contact First Name *
<input type="text"/>
Contact Last Name *
<input type="text"/>
Contact Email Address *
<input type="text"/>
Contact Phone Number *
<input type="text"/>

Step 4. Read the instructions and upload your Bid/Proposal/Qualification documents:

Solicitation Documents
<input type="button" value="Choose File"/> No file chosen
[Required] Files must be less than 75 MB . Allowed file types: pdf doc docx xls xlsx zip .

Note:

Use the section above to upload the required files for this Bid/RFP/RFQ. Please have ALL your files ready to upload when you submit your bid/Proposal, as you cannot save and continue later.

At least one file is required to be uploaded with your Bid, Proposal or Qualifications package. To download fillable PDFs for many of the forms included in the solicitation, please visit: <https://www.cookcountyil.gov/service/forms-affidavits>

The maximum file size is 75MB so Bids, Proposals, or Qualifications packages that exceed the allowable size limit may not upload properly. Please plan accordingly. If you have multiple files to upload, please put them together in a zip folder and upload the zip folder.

Successful submission of a Bid/Proposal/Qualification will result in an acknowledgement receipt e-mail sent to the address provided under point of contact information.

Exhibit II

Identification of Subcontractors/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input checked="" type="checkbox"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1945-18058	Date: 8/11/20
Total Bid or Proposal Amount: \$1,125,000.00	Contract Title: Supply, Delivery & Installation of Office Furniture For Dept. of Capital Planning and Policy
Contractor: Frank Cooney Company, Inc.	Subcontractor/Supplier/ Subconsultant to be Leeway Furniture Company, Inc. added or substitute:
Authorized Contact for Contractor: Kevin P. Cooney	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Lee Haggard
Email Address (Contractor): kevin@frankcooney.com	Email Address (Subcontractor): lee@leewayfc.com
Company Address (Contractor): 700 Touhy Avenue	Company Address (Subcontractor): 528 Appian Way
City, State and Zip (Contractor): Elk Grove Village, IL 60007	City, State and Zip (Subcontractor): Matteson, IL 60443
Telephone and Fax (Contractor) 630.694.8800 fax: 630.694.8804	Telephone and Fax (Subcontractor) 708.375.5690 - fax: 708.332.9534
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Furniture Installation/Distribution	\$112,500.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Frank Cooney Company, Inc.
Kevin P. Cooney

Name Partner
 Title 
 Prime Contractor Signature 8/11/20
Date

VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

_____ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

_____ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

EXHIBIT III

Electronic Payables Program Form

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM (“E-PAYABLES”)

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller’s Electronic Payables Program (“E-Payables”).
If you wish to participate in E-Payables, please contact the Cook County Comptroller’s Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County’s preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – “PULL” Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – “SUGA” Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT IV

Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form

VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

_____ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

_____ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

Bidder (please print or type)

Title

Signature

N/A
Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

EXHIBIT V

SOCIAL ENTERPRISE PREFERENCE FORM

SOCIAL ENTERPRISE PREFERENCE

INSTRUCTIONS

In accordance with Section 34-241 of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent (5%) to a Responsible and Responsive Social Enterprise, as defined by the Cook County Procurement Code, requesting a preference for Bids. **All Bidders who are requesting this preference must fully complete this form and supply all requested information. Failure to provide fully comply with these instructions will result in the preference not being granted.** The CPO reserves the right to request additional information to ascertain a Bidder's status as a Social Enterprise.

DEFINITIONS

County Marketplace means the six-county region, currently the counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

Disadvantaged refers to individuals who are mentally, physically, economically, or educationally disadvantaged, including, but not limited to, individuals who are living below the poverty line, developmentally disabled, mentally ill, substance abusers, recovering substance abusers, elderly and in need of hospice care, gang members, on welfare, or people with arrest or conviction records.

Earned Revenue Strategies means revenue realized by a non-profit private sector entity, or a business unit of a private sector entity excluding government grants, government contracts and philanthropic support.

Social Enterprise means a Person which has its principal place of business and a majority of its regular, full-time work force located within the County Marketplace on the date a bid is submitted, and which is:

1. An Illinois benefit corporation subject to the Benefit Corporation Act (805 ILCS 40/1 et seq.);
2. An Illinois low-profit limited liability company subject to Section 1-26 of the Limited Liability Company Act (805 ILCS 180/1-26); or
3. A nonprofit entity, a private-sector entity, or any business unit of a private sector entity which maintains separate books and records which (a) uses earned revenue strategies, either exclusively as a business or as a significant part (at least 51%) of earned revenue, and (b) directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce of which 51% are disadvantaged, or (3) both. **At any time, upon request of the County, for a period of three (3) years following the termination of the contract, Bidder must provide documentation that it meets the requirements of this provision.**

REQUEST FOR PREFERENCE

- Bidder is requesting to receive the Social Enterprise Preference as an Illinois Benefit Corporation. By requesting this preference, the Bidder certifies that it is an Illinois Benefit Corporation and has included a true and correct copy of its Articles of Incorporation (and any Articles of Amendment thereto) and most recent Benefit Report pursuant to 805 ILCS 40/5.01
- Bidder is requesting to receive the Social Enterprise Preference as an Illinois Low Profit Limited Liability Company ("L3C"). By requesting this preference, the Bidder certifies that it is an L3C and has included a true and correct copy of its Articles of Organization (and any Articles of Amendment thereto) and its most recent annual report filed with the Attorney General pursuant to 805 ILCS 180/1-26(d) and 760 ILCS 55/7.
- Bidder is requesting to receive the Social Enterprise Preference as an social enterprise that is neither a Benefit Corporation or an L3C, but uses earned revenue strategies, either exclusively as a business or as a significant part of a nonprofit's revenue stream and directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce, of which 51% are disadvantaged, or (3) both. By requesting this preference, the Bidder certifies it meets this definition and has supplied a true and correct copy of: (1) Articles of Incorporation or Organization (and any Articles of Amendment thereto, as applicable); and (2) a sworn statement setting forth how its goods and services directly impact the social needs of people who are disadvantaged and/or that at least 51% of its direct labor in its past fiscal year was provided by persons who are disadvantaged.

Bidder (please print or type)

Title

Signature

Date

Email address

Phone Number

Subscribed to and sworn before me
This ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Notary Seal

EXHIBIT VI

Veteran's Workplace Preference Public Works Contracts Form

AFFIDAVIT VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS

INSTRUCTIONS

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

DEFINITIONS

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Public Works means all fixed works constructed or demolished by the County or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, _____, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20 ____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

EXHIBIT VII

Preference for Businesses Owned by People with Disabilities Form

Preference for Businesses Owned by People with Disabilities Form

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Person with Disabilities Owned Business Enterprise ("PDBE") requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified PDBE.**

DEFINITIONS

Persons with Disabilities Owned Business Enterprise (PDBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

_____ Bidder is requesting to receive a preference as a PDBE. By requesting this preference, Bidder certifies that it meets the definition of a PDBE, as set forth above and has included a copy of its certification.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20 ____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

EXHIBIT VIII

Board Approval



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #: 20-5423 **Version:** 1 **Name:** Frank Cooney Company, Elk Grove Village, Illinois
Type: Contract **Status:** Approved
File created: 11/5/2020 **In control:** Asset Management Committee
On agenda: 11/19/2020 **Final action:** 11/19/2020
Title: PROPOSED CONTRACT

Department(s): Department of Capital Planning and Policy

Vendor: Frank Cooney Company, Elk Grove Village, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Countywide Office Furniture

Contract Value: \$225,000.00

Contract period: 1/1/2021 - 12/31/2023, with one (1), two (2) year renewal option

Potential Fiscal Year Budget Impact: FY 2021 \$70,714.00; FY 2022 \$77,143.00; FY 2023 \$77,143.00

Accounts: Capital Improvement Program

Contract Number(s): 1945-18058A

Concurrences:

The contract-specific goal set on this contract was zero. The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: This contract will furnish marker boards for Countywide Capital projects such as restacking, renovating, replacing, buildouts and consolidations of various County departments.

This contract is award pursuant to a publicly advertised competitive bid in accordance with the Cook County Procurement Code for eight different groups of office furniture: marker boards, public reception seating, seating, soft seating, storage, tables task seating and workstations. Bidders could bid on any or all groups, and Frank Cooney Company, was the lowest, responsive and responsible bidder for marker boards.

Sponsors:

Indexes: EARL MANNING, Director, Office of Capital Planning and Policy

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/19/2020	1	Board of Commissioners		

EXHIBIT IX

Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

November 5, 2020

Mr. Raffi Sarrafian
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1945-18058A
Supply, Delivery and Installation of Office Furniture for Group A- Markerboard
Department of Capital Planning and Policy

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Frank Cooney Company
Contract Amount: \$225,000.00
Contract Goal: 25% MBE, 10% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Leeway Furniture	MBE (6)	Cook County	25%
Midwest Educational Furnishings, Inc.	WBE (7)	City of Chicago	10%
Total			35%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivieri
Contract Compliance Director
EHO/ae

cc: Dan Gizzi, OCPO
Tamas Kutas, CPP

Enclosure: Revised MBE/WBE Forms

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)
- 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 below and the Letter(s) of Intent – Form 2).

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

NOTE: 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: Leeway Furniture Company, Inc.

Address: 528 Appian Way, Matateson, IL 60443

E-mail: lee@leewayfc.com

Contact Person: Lee Haggard Phone: 708-375-5690

Dollar Amount Participation: \$ Depending on Award

Percent Amount of Participation: 25% %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Midwest Educational Furnishings, Inc.

Address: 21191 N Valley Road, Kildeer, IL 60047

E-mail: mwelter@mwfurnishings.com

Contact Person: Maureen Welter Phone: 847-847-1865

Dollar Amount Participation: \$ Depending on Award

Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Midwest Educational Furnishings, Inc.

Certifying Agency: CITY OF CHICAGO

Contact Person: Maureen Welter

Certification Expiration Date: 11/1/2020

Address: 21191 N Valley Road

Ethnicity: Women

City/State: Kildeer Zip: 60047

Bid/Proposal/Contract #: 1945-18058

Phone: 847-847-1865 Fax: _____

FEIN #: _____

Email: mwelter@mwfurnishings.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): N/A

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Supply Furniture & Equipment

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
10% of contract value, payment Net 30 days per industry standards

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Maureen Welter
Signature (M/WBE)

Kevin P Cooney
Signature (Prime Bidder/Proposer)

Maureen Welter
Print Name

Kevin P Cooney
Print Name

Midwest Educational Furnishings, Inc.
Firm Name

Frank Cooney Company, Inc.
Firm Name

8-11-20
Date

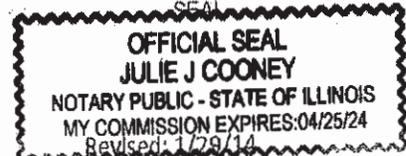
8-11-20
Date

Subscribed and sworn before me
this 11 day of AUGUST, 2020

Subscribed and sworn before me
this 11 day of AUGUST, 2020

Notary Public [Signature]

Notary Public [Signature]



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Leeway Furniture Company, Inc.

Certifying Agency: _____

Contact Person: Lee Haggard

Certification Expiration Date: _____

Address: 528 Appian Way

Ethnicity: African American

City/State: Matteson, IL Zip: 60443

Bid/Proposal/Contract #: 1945-18058

Phone: 708-375-5690 Fax: 708-332-9534

FEIN #: _____

Email: lee@leewayfc.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): N/A

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Furniture Installation/Distribution

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
25% of contract value, payment Net 30 days per industry standards

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Lee Haggard Digitally signed by Lee Haggard
Date: 2020.08.10 17:07:59 -05'00'

Signature (M/WBE)

Lee Haggard

Print Name

Leeway Furniture Company, Inc.

Firm Name

8-10-20

Date

Subscribed and sworn before me

this 10 day of AUGUST, 2020

Notary Public: [Signature]



[Signature]
Signature (Prime Bidder/Proposer)

Kevin P Cooney

Print Name

Frank Cooney Company, Inc.

Firm Name

8-10-20

Date

Subscribed and sworn before me

this 10 day of AUGUST, 2020

Notary Public: [Signature]

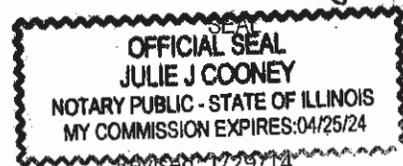


EXHIBIT X

Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

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 APPLICANT 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

b) If yes, list business addresses within Cook County:
700 Touhy Avenue
Elk Grove Village, IL 60007

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

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

None

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 Applicant 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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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.

"Person" "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. A Person 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 Frank Cooney Company, Inc.

D/B/A: _____ FEIN # Only: 36-2611405

Street Address: 700 Touhy Avenue

City: Elk Grove Village State: Illinois Zip Code: 60007

Phone No.: 630.694.8800 Fax Number: 630.694.8804 Email: kevin@frankcooney.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 47556881

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 Person 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
Kevin P. Cooney	1020 N Penny Lane, Palatine, IL 60067	33.3%
Gregory J Cooney	27 Park Lane, Park Ridge, IL 60068	33.3%
Peggy Grunewald	1325 Wellington, Palatine, IL 60067	33.3%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Kevin P. Cooney	Same as above	Partner	Indefinite
Gregory J. Cooney	Same as above	Partner	Indefinite
Peggy Grunewald	Same as above	Partner	Indefinite

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Kevin P. Cooney
Name of Authorized Applicant/Holder Representative (please print or type)
Kevin P. Cooney
Signature
kevin@frankcooney.com
E-mail address

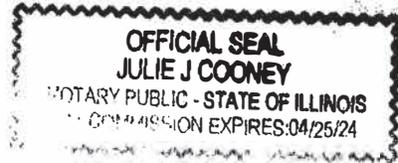
Partner
Title
8/11/20
Date
630.694.8800 Ext. 123
Phone Number

Subscribed to and sworn before me
this 11th day of August, 2020.

My commission expires:

X *Julie J Cooney*
Notary Public Signature

5/25/24
Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“Familial relationship” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|---------|-----------------|--------------|
| 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 | Halfbrother |
| Nephew | Sister-in-law | Halfsister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Frank Cooney Company, Inc. / Kevin P. Cooney

Address of Person Doing Business with the County: 700 Touhy Avenue, Elk Grove Village, IL 60007

Phone number of Person Doing Business with the County: 630.694.8800

Email address of Person Doing Business with the County: kevin@frankcooney.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Kevin P. Cooney-Partner - 1020 N Penny Ln., Palatine, IL 60067 / 773.858.2908/kevin@frankcooney.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1945-18058

Currently Bidding

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 225,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Dan Gizzi, Senior Contract Negotiator 312-603-6825

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Dan Gizzi, Senior Contract Negotiator 312-603-6825

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

D The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

X The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

D The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

D The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

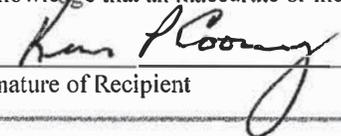
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

 _____ Signature of Recipient	8-11-20 _____ Date
--	--------------------------

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any Individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 1945-19058

County Using Agency (requesting Procurement): Office of the Chief Procurement Officer

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Frank Cooney Company, Inc.

Substantial Owner Complete Name: _____

FEIN# 36-2611405

E-mail address: kevin@frankcooney.com

Street Address: 700 Touhy Avenue

City: Elk Grove Village State: Illinois Zip: 60007

Home Phone: 

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction N/A

If Person/Substantial Owner answered "Yes" to any of the questions above, It may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Kevin P. Cooney Date: 8/11/20

Name of Person signing (Print): Kevin P. Cooney Title: Partner

Subscribed and sworn to before me this 11th day of August, 2020

X Julie J. Cooney
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 1945-19058

County Using Agency (requesting Procurement): Office of the Chief Procurement Officer

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Frank Cooney Company, Inc.

Substantial Owner Complete Name: Kevin P. Cooney

FEIN# [REDACTED]

E-mail address: kevin@frankcooney.com

Street Address: 1020 N Penny Lane

City: Palatine State: IL Zip: 60067

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction **N/A**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. **Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *Kevin P. Cooney* Date: 10/26/20

Name of Person signing (Print): Kevin P. Cooney Title: Partner

Subscribed and sworn to before me this 26th day of October, 20 2020

X *Julie J Cooney*
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

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"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1945-19058

County Using Agency (requesting Procurement): Office of the Chief Procurement Officer

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Frank Cooney Company, Inc.

Substantial Owner Complete Name: Gregory J. Cooney

FEIN# [REDACTED]

E-mail address: gregory@frankcooney.com

Street Address: 27 Park Lane

City: Park Ridge State: IL Zip: 60068

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction **N/A**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. **Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 10/26/20

Name of Person signing (Print): Gregory J. Cooney Title: Partner

Subscribed and sworn to before me this 26th day of October, 20 2020

X _____
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1945-19058

County Using Agency (requesting Procurement): Office of the Chief Procurement Officer

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Frank Cooney Company, Inc.

Substantial Owner Complete Name: Peggy Grunewald

FEIN# [REDACTED]

E-mail address: peggy@frankcooney.com

Street Address: 1325 Wellington

City: Palatine State: IL Zip: 60067

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction **N/A**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Peggy Grunewald Date: 10/26/20

Name of Person signing (Print): Peggy Grunewald Title: Partner

Subscribed and sworn to before me this 26th day of October, 20 2020

X. Julie J Cooney Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Frank Cooney Company, Inc.
Corporation's Name
630.694.8800
Telephone
Secretary Signature

Kevin P. Cooney
President's Printed Name and Signature
kevin@frankcooney.com
Email
8/11/20
Date

Execution by LLC

LLC Name
Date

*Member/Manager Printed Name and Signature
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name
Date

*Partner/Joint Venturer Printed Name and Signature
Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature
Date

Assumed Name (if applicable)
Telephone and Email

Subscribed and sworn to before me this 11th day of August, 2020.

Notary Public Signature

My commission expires: 4/25/24
Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6

COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian

Digitally signed by Raffi Sarrafian
Date: 2021.01.29 12:24:01 -06'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____

APPROVED AS TO FORM:

N/A

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000)

CONTRACT TERM & AMOUNT

1945-18058A

CONTRACT #

January 1, 2020 through December 31, 2023 with one, two-year renewal option

ORIGINAL CONTRACT TERM

RENEWAL OPTIONS (If Applicable)

\$225,000.00

CONTRACT AMOUNT

November 19, 2020

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS**

NOV 19 2020

COM