Bidder:Modesto Management LLC Bidder's E-Mail Address: eric@modestomanagement.com

COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

CONTRACT FOR SERVICES
(NON-FEDERALLY) FUNDED CONTRACT

Contract No. 2621-01239, Purchase Order No. 70000412288

MAINTENANCE AND REPAIR FOR ELEVATORS, DUMBWAITERS, WHEELCHAIR LIFTS, AND RELATED EQUIPMENT FOR DEPARTMENT OF FACILITIES MANAGEMENT

MANDATORY SITE INSPECTIONS WILL BE HELD STARTING ON TUESDAY, MARCH 24, 2026 AT 8:00 AM LOCAL TIME - CHICAGO.
SEE: SECTION SC-05 OF THE BID DOCUMENT.

QUESTIONS:
Any questions regarding this Bid should be submitted via Bonfire.
Questions submission deadline: MARCH 30, 2026 at 12:00 p.m. Local Time - Chicago

BIDS DUE DATE: APRIL 15, 2026 at 10:00 a.m. Local Time - Chicago

BIDS MUST BE UPLOADED TO:
https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities

LATE BIDS WILL NOT BE CONSIDERED

BUYER CONTACT INFORMATION:
Buyer: YaZeed Knaan
E-Mail: yazeed.knaan@cookcountyil.gov

Toni Preckwinkle
Cook County Board President

Raffi Sarrafian
Chief Procurement Officer

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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.

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 one (1) 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.

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 provided Addenda Acknowledgement 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 submitted via Bonfire and addressed to the Buyer 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 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.

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 PDBE, 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%).

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.

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 protestor 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.

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.

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

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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract 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.

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 the total cost of all such amendments does not increase the total amount of the Contract beyond $200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond $200,000, 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) $1,000,000 each Accident
(2) $1,000,000 each Employee
(3) $1,000,000 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.

(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, 69 W Washington St., Floor 30, 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.

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.

GENERAL CONDITIONS

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.

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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

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.

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.

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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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

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.

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 that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

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.

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
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

GENERAL CONDITIONS

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 Illinois Lobbyist Registration Act, 25 ILCS 170. 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.

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
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Reference County Contract Number)

TO THE CONTRACTOR:

Modesto Management LLC

525 S Scoville Ave, Ste 1

Oak Park IL, 60304

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

GC-25 TERMINATION FOR CONVENIENCE GC-12

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.

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.

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.

2. False or Fraudulent Statements and Claims

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

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites 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.

GC-38 FEDERAL CLAUSES

(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.

(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 adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GC-38 FEDERAL CLAUSES

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

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

(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,

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Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

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.

GC-38 FEDERAL CLAUSES

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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:

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(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

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

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1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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.

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(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,

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.

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20. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

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.

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

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

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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 Contractor shall be responsible for all labor and materials required to maintain, repair and service for County-Wide Elevators, Escalators, Dumbwaiters, Wheelchair Lifts, and Related Equipment in accordance with manufacturer's specifications, all in accordance with the Contract Documents, Specifications and Proposal herein.

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

SC-02 CONTRACT PERIOD

This is a Contract effective tfrom August 1, 2026 through July 31, 2029 with one, two-year renewal option after award by the Board of Commissioners and after proper execution of the Contract Documents.

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

SC-03 AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Bid Documents. All items, unless otherwise stated, will be assumed to meet all specifications 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 for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Bidder shall have a subcontracting goal of not less than 8% MBE and 8% 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 woman owned 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.

SC-05 MANDATORY PRE-BID SITE INSPECTION

Representatives from the Cook County will provide a Mandatory Pre-Bid Site Inspection to maintain, repair and service for County-Wide Elevators, Escalators, Dumbwaiters, Wheelchair Lifts, and Related Equipment.

Attendance at the Mandatory Pre-Bid Site Inspections is required. No additional allowances will be granted because of lack of knowledge of such conditions.

All prospective bidders must pre-register for the Mandatory Pre-Bid Site Inspection. for the Cook County Department of Corrections Complex by completing the Site Inspection Registration Form, included herein. Bidders must submit the Site Inspection Registration Form, along with a copy (front and back) of attendees'

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valid Driver's License or State Identification Card via email to **YaZeed Knaan, Lead Contract Negotiator, at yazeed.knaan@cookcountyil.gov by Tuesday, March 17, 2026,10:00 am Local Time – Chicago.**

A copy of attendees' valid Driver's License or State Identification Card is required for entry into the Pre-Bid Site Inspection at the Cook County Department of Corrections Complex. Only one (1) representative from each firm may attend.

Bidders will meet each day at the locations and time determined by the Cook County Department of Facilities Management.

Mandatory Pre-Bid Site Inspections will be conducted over a 3-day period per the schedule below.

	Facility Name	Address	City	Zip Code
Day 1	Cook County Building	118 N. Clark Street	Chicago	60602
Day 1	Forensic Institute	2121 W. Harrison	Chicago	60612
Day 1	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612
Day 1	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612
Day 1	Juvenile Parking Garage	2245 W. Ogden Ave	Chicago	60612
Day 2	Department of Corrections Division 2 Dorm 4	2650 S. California	Chicago	60608
Day 2	Department of Corrections New Central Kitchen Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections Division 4 Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections Division 5 Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections Division 6 Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections New Cermak Health Services Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections Division 9 Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections Division 10 Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections RTU-RCDC Building	2650 S. California	Chicago	60608
Day 2	Department of Corrections Division 11 Building	2650 S. California	Chicago	60608
Day 3	Criminal Courts Building	2650 S. California	Chicago	60608
Day 3	Criminal Courts Administration Building	2650 S. California	Chicago	60608
Day 3	Criminal Courts Parking Garage Building	2650 S. California	Chicago	60608
Day 3	Department of Corrections South Campus Building 1	2650 S. California	Chicago	60608
Day 3	Department of Corrections South Campus Building 2	2650 S. California	Chicago	60608
Day 3	Department of Corrections South Campus Building 3	2650 S. California	Chicago	60608
Day 3	Department of Corrections South Campus Building 4	2650 S. California	Chicago	60608
Day 3	Department of Corrections South Campus Building 5	2650 S. California	Chicago	60608
Day 3	Hawthorne Warehouse	4545 W. Cermak	Chicago	60623
Day 3	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608

- **Day 1** on Tuesday, March 24, 2026: Group Site Inspection will meet at 8:00 am (Local Time – Chicago) in the main lobby of the Cook County Building, 118 N. Clark Street, Chicago IL 60602 near the information desk.
- **Day 2** Wednesday, March 25, 2026: Group Site Inspection will meet at 8:00 a.m. (Chicago local time) in the main lobby of the Criminal Courts Administration Building (CCAB), 2650 S. California Ave, Chicago IL 60608, after passing through security.

- **Day 3** Thursday, March 26, 2026: Group Site Inspection will meet at 8:00 a.m. (Chicago local time) in the main lobby of the Criminal Courts Administration Building (CCAB), 2650 S. California Ave, Chicago IL 60608, after passing through security.

SC-06 INQUIRIES

All questions and inquiries must be sent to the contact person below. No questions will be addressed during the Mandatory Pre-Bid Site Inspections.

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 March 30, 2026 at12:00 p.m. Local Time - Chicago.

During the bid period, all inquiries must be submitted via the link provided above.

SC-07 PREVAILING WAGES

Prevailing wage rates shall comply with Section 2 of the “Prevailing Wage Act-Illinois Revised Statues Chapter 48, Paragraph 395-1 et.seq.” The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

The Prevailing Wage information can be located at www.illinois.gov/idol/Laws.../prevailing-wage-rates.aspx

SC-08 PRICE ESCLATION

The Contractor’s hourly Maintenance and Repair rates shall be firm for the three-year initial term of the contract. The Contractor 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 Contractor’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 Contractor 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 Contractor 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 Contractor, 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-09 BIDDER REFERENCES

Contractor must provide two current references for service within the past five years demonstrating experience servicing full elevator maintenance contracts of similar size, scope and area of coverage to that of Cook County. Contractor’s references must be provided with its bid, failure to include this information may result in the Bidder being disqualified. Bidders may provide multiple references with the bid documents within the last five years to demonstrate their ability to provide full service maintenance on at least 325 units that are in comparison to the equipment in this solicitation simultaneously are acceptable.

SC-10 PERSONNEL

The quality, experience and availability of personnel employed by the contractor are of extreme importance. The Contractor will provide Cook County with a list of all personnel that will service this contract and their designated assignment 15 business days prior to contract award. Specifically required will be the designation of a Contractor's "single point of contact" for coordination of callbacks, maintenance, and service work, as described in these specifications. All mechanics and apprentices must be licensed by the

State of Illinois as required. Furthermore, Contractors must also have a City of Chicago business license, and Elevator Contractor License. The Contractor must provide security background checks on all personal that will perform services at Cook County locations. Cook County reserves the right to require and accept or reject background security checks for the proposed personnel. Cook County may at any time, by written request, elect to remove any of the assigned personnel for cause. Within 30 days of notification, the Contractor must provide replacement personnel. Cook County will then choose acceptable replacement personnel. Replacement personnel must meet or exceed the qualifications of the original staff. Upon request, the Bidder shall provide resumes, certifications, and proof of experience to allow the County to verify the competency of the proposed replacement.

SC- 11 BIDDER ACKNOWLEDGEMENT

By submitting their bid, the Bidder acknowledges that it has carefully examined all pages and documents contained within this solicitation, and that they have familiarized themselves with all terms and conditions therein. Further, the Bidder understands that by submitting their bid they waive all rights to plead any misunderstanding regarding said terms and conditions.

The Bidder also acknowledges all fees and charges necessary to provide the goods and/or services, including but not limited to shipping and delivery must be included in the Unit Price. Items will be ordered in various quantities on an "As Needed" basis.

Bidder further acknowledges they are to provide specific line-item pricing and extended pricing for this solicitation in the bid table located in Bonfire.

SC-12 BID PRICES MUST INCORPORATE ALL COSTS

Bid/Unit Prices must incorporate any and all costs, including but not limited to the costs of the goods/services, delivery/transportation charges, training, equipment, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc that are required to provide the goods and/or services discussed in this solicitation

SC-13 CONTRACTOR REPRESENTATION AND WARRANTS

Contractor represents and warrants the following:

A. That the Contractor is financially solvent, experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated and shown in any documents submitted or referred to in connection with its Bid are true, and if the Contractor is a corporation, that it is authorized to perform this Contract.

B. Contractor has carefully examined and analyzed the provisions and requirements of this contract and inspected the work sites, and from its own inspection and investigations the Contractor has satisfied himself as to the nature of all things needed for the performance of this contract, the general and local conditions and all other matters which in any way may affect this contract or its performance, and that the time available to him for such examination, analysis, inspection, and investigation was adequate

C. That contract performance is feasible in accordance with all its provisions and requirements and that he can and will perform in accordance with such provisions and requirements.

D. The Contractor must be regularly engaged in the type of work specified in the Contract Documents and regularly employs or has readily available trade personnel experienced in the maintenance, repair and/or replacement of elevators, escalators, wheelchair lift equipment and dumbwaiters.

SC-14 SECURITY REQUIREMENTS

A. The Contractor's personnel performing work within the secured areas of the Cook County Department of Corrections will be required to undergo a background check and adhere to the Department of Corrections Code of Conduct. A copy of the Department of Corrections Code of Conduct will be available for the Contractor upon award of the contract. Contractor's personnel who

will perform services under this Contract are required to present a current and valid government-issued identification for admission to Cook County's facilities.

B. The Contractor and all subcontractors and their employees shall comply with all security regulations and procedures instituted by the Cook County Department of Corrections. Failure to do so will be immediate grounds for removal and denial of personnel from future access to the job site. Violators will be subject to arrest and prosecution. In the event of noncompliance with any Cook County Department of Corrections regulations, Cook County will impose such sanctions as may be determined appropriate, including but not limited to withholding payments due to the Contractor until compliance Is achieved, and/or cancellation, termination or suspension of the contract in whole or part.

C. Security requirements will vary at each Cook County facility. It will be the Contractor's responsibility to ensure proper identification of their employees as required by County personnel.

D. The Contractor shall be trained on the Cook County Control Program for tools, keys, supplies, materials, chemicals and equipment brought onto the Cook County Department of Corrections campus. The Contractor shall be responsible for the control of all tools. Missing or lost tools and keys shall be immediately recorded and reported to the Cook County Department of Corrections' Supervisor at the location of the occurrence. t.

SC-15 TRAVEL

Contractor's rate shall include all travel expenses. No additional travel expenses will be paid by Cook County.

SC-16 WORK SITE ACCESSIBILITY

The work described herein shall be done with the least inconvenience to the County. The work shall be coordinated with the Cook County Department of Facilities Management's - Building Engineer at each location. All work being performed for Cook County shall fully conform to all local, State, and Federal safety regulations, including Occupational Safety and Health Administration (OSHA).

SC-17 REJECTED PRODUCT

All maintenance and/or replacement parts will be inspected upon delivery and after installation. Any maintenance and/ or replacement parts that do not meet the agreed specifications or is damaged shall be rejected. The Contractor will have three (3) business days to replace the rejected maintenance and/or replacement parts. If the rejected maintenance and/or replacement parts is not replaced within three (3) business days, the Contractor will be held responsible for any additional costs should Cook County need to obtain the maintenance and/or replacement parts from another Contractor. The Contractor shall not charge Cook County for any labor that is required for the replacement of rejected maintenance and/or replacement parts.

SC-18 CLEAN-UP

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

SC-19 PROTECTION OF WORK, DAMAGES AND REPAIRS

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

The Contractor shall be responsible for any damages to 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 Contractor or on the part of the sub Contractors.

SC-20 INVOICES

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The Contractor shall submit monthly invoice within five (5) business days of following service to the individual listed below.

Danuta Rusin, Business Manager
Department of Facilities Management
118 N. Clark Street, Room 1000
Chicago, IL 60602
(312) 603-4175
Danuta.rusin2@cookcountyil.gov

The Release Purchase Order Number must appear on each invoice. Invoice must include dates of service for each site. In addition, a service receipt signed by the Department of Facilities Management's Elevator Coordinator at the respective location must be attached to the invoice in order for the invoice to be processed for payment. Service receipt shall detail specific work performed at each site. Each invoice must have an identifiable number when submitted.

SC-21 NOTIFICATION

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

SPECIFICATIONS

S-01 SCOPE OF WORK

A. This contract covers all labor and materials required to maintain, repair and service vertical transportation equipment (i.e., elevators, escalators, dumbwaiters, wheelchair lifts, and related equipment), at the identified locations. All units listed herein have been serviced on a Full Maintenance Program (FMP) requiring constant preventive maintenance, repairs, calibrations, inspection and testing, so as to conform to and meet current City, County, State and Federal regulations, standards, specifications and codes. The foregoing being so, it is hereby agreed to by the Contractor that all of the vertical transportation equipment (VTE) listed herein is in operating condition and all equipment is acceptable for a "FMP" as defined herein, for the prices as stated herein.

B. The Contractor shall maintain during the term of this contract a chronological file including drawings, parts lists, specifications and copies of all reports as required by this contract. A record of all callbacks and repairs shall be kept by the Contractor indicating any difficulty experienced and the corrective measures taken to eliminate these difficulties. This file shall be available for inspection, and a copy shall be forwarded to the Cook County Department of Facilities Management Chief Engineer and/or Senior Staff Designee upon request.

C. The Contractor shall be required to submit a callback list, via email to the Cook County's Department of Facilities Management Chief Engineer and/or Senior Staff Designee for each Cook County facility, before noon every Monday during the term of this contract. The title of the list shall be "Cook County Weekly Report -- Elevator Callbacks" and shall include all calls during the week prior to the Monday of its transmission. The list shall contain the following information for each call:

   a. Date, time and location
   b. Requester's name and phone number
   c. Stated Problem
   d. Time mechanic dispatched

D. The Contractor shall at all times maintain the efficiency, safety and operating characteristics as originally designed and installed by the manufacturer(s) of the equipment, including acceleration, deceleration, contract speed with or without full load, floor to floor time, door opening and closing time, and leveling accuracy. Cook County Department of Facilities Management shall conduct performance reviews every six months during the term of this contract to assure compliance on units. Upon notification the Contractor will correct any deviations within 30 days of each review at no additional charge to Cook County.

E. The Contractor shall own diagnostic tools needed to maintain, troubleshoot, test, and facilitate the performance of system evaluations. The contractor shall perform a preventative maintenance inspection at each building every six months during the term of this contract. The Contractor shall provide a written report of the results, with any concerns or comments, to the Cook County Department of Facilities Management Chief Engineer and/or Senior Staff Designee upon request..

F. The Contractor will be required to test the **Fireman's Service System** of each elevator unit on a code compliance basis. The testing of Phase I and Phase II operation must be performed on a monthly basis. This testing shall be recorded on a one-time ticket for the tested Cook County building, showing the elevator unit numbers tested. In conjunction, a complete Fire Alarm Initiated Elevator Recall test must be performed annually, where required. This Annual Recall test will be scheduled when Cook County Facilities Management performs the Annual Fire Alarm test for the building. Emergency Power Operation Annual Test will be scheduled when Cook County performs a Building Load Generator Test. The **Fireman's Service System** tests shall be conducted with the Cook County Department of Facilities Management Chief Engineer and/or Senior Staff Designee approval, and are considered maintenance items at no additional cost to Cook County.

G. The Contractor is required to conduct a yearly and five-year safety tests in accordance with ASME A17.1 Code, Office of the State Fire Marshall, City of Chicago and Cook County elevator maintenance contractor. Contractor must provide a certified written condition report to the Cook County Department of Facilities Management Chief Engineer and/or Senior Staff Designee.

S- 02 SERVICE LOCATIONS

Refer to Exhibit for Detailed breakdown of all Equipment at each service location listed below. The County has the right to add/delete locations through a fully executed amendment.

Services will be performed at the locations listed above. Contractor is required to report to the Department of Facilities Management Building Engineer or designee at each location upon arrival and departure. Time of service shall be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, except the following holidays: Columbus Day,

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Veteran's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Casmir Pulaski Day, Lincoln's Birthday and Washington's Birthday.

Facility Name	Address	City	Zip Code
Forensic Institute	2121 W. Harrison	Chicago	60612
Cook County Building	118 N. Clark Street	Chicago	60602
Hawthorne Warehouse	4545 W. Cermack	Chicago	60623
Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608
Department of Corrections Division 2 Dorm 4	2650 S. California	Chicago	60608
Department of Corrections New Central Kitchen Building	2650 S. California	Chicago	60608
Department of Corrections Division 4 Building	2650 S. California	Chicago	60608
Department of Corrections Division 5 Building	2650 S. California	Chicago	60608
Department of Corrections Division 6 Building	2650 S. California	Chicago	60608
Department of Corrections New Cermack Health Services Building	2650 S. California	Chicago	60608
Department of Corrections Division 9 Building	2650 S. California	Chicago	60608
Department of Corrections Division 10 Building	2650 S. California	Chicago	60608
Department of Corrections RTU-RCDC Building	2650 S. California	Chicago	60608
Department of Corrections Division 11 Building	2650 S. California	Chicago	60608
Criminal Courts Building	2650 S. California	Chicago	60608
Criminal Courts Administration Building	2650 S. California	Chicago	60608
Criminal Courts Parking Garage Building	2650 S. California	Chicago	60608
Department of Corrections South Campus Building 1	2650 S. California	Chicago	60608
Department of Corrections South Campus Building 2	2650 S. California	Chicago	60608
Department of Corrections South Campus Building 3	2650 S. California	Chicago	60608
Department of Corrections South Campus Building 4	2650 S. California	Chicago	60608
Department of Corrections South Campus Building 5	2650 S. California	Chicago	60608
Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612
Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612
Juvenile Parking Garage	2245 W. Ogden Ave	Chicago	60612

S-03 FULL MAINTENANCE PROGRAM

A. The Full Maintenance Program (FMP) for this Contract shall be defined as the following: Each unit identified in this contract shall receive at a minimum of one (1) hour of preventive maintenance per month in addition to any and all repair work performed. The Contractor shall supply their mechanics with pre-printed maintenance time work tickets, for each unit at the beginning of each month. The work tickets shall show a general check list of work, including testing of telephone and fire services. The Contractor shall furnish and supply all labor, supervision, equipment, materials, parts and supplies to maintain, properly adjust and keep in safe operating condition as per manufacturers' specification for each unit described within this contract. This includes but not limited to:

a. Scheduled service calls.
b. Adjustments, repairs, and replacements.
c. Lubricants and hydraulic fluids.

d. Cleaning (including machine rooms, car tops and pits).

B. The Contractor is to provide a schedule to examine, repair or replace parts, various components, sub-components, assemblies and subassemblies on an as needed basis. This is to include but not to be limited to:

Machines, motors, generators, rotating elements, solid state motor drives, controllers, selectors, dispatchers, controller parts, solid state devices, hoist and governor cables, governors, safety devices, limit switches, hoist way switches, worms, gears, thrusts, bearings, brake shoes, brake magnets, brake coils, brake motors, brushes, windings, coils, commuters, rotating element contacts, resistors, transformers, door motors, door operators, magnet frames, interlocks, door closers, door contacts, alarm bells, phones, plungers, guide bearings, packing glands, casing gaskets, packing, piping systems, handrails, handrail drive chains, step assemblies, step treads and risers, comb plates, floor plates and tracks, external gearing, and drive chains.

C. Properly lubricate all required components in accordance with the original manufacturer's recommended schedule with lubricant specifications compounded for the realistic traffic usage of each individual unit.

D. Maintain, repair and/or replace upon the approval of the Cook County Department of Facilities Management (DFM) **Building Engineer and/or Designee** including but not limited to electric after power sources, battery backup lowering systems, traveling cables, power relays, armatures, switches, position indicators, call buttons, enunciators, alarm systems, phone batteries, controller program backup batteries, control boards and circuits, fans, starter stations, fireman's service and call switches, selector drive tapes-wires-cables-switches, all mechanical and electrical drive components, door locks-switches-contacts, hoist way door hangers and tracks-rollers, door guides, control lamping, cab emergency power lighting, buffers, buttons, key switches and locks, lamp sockets, pump units, hydraulic valves and pump belts. Renew guide shoes or guide rollers and adjust all wire ropes for equalization of tension to ensure smooth and quiet operation.

E. The Contractor will install all inspection certificates required in the elevator cabs if available. If not available to be placed in cab, certificates/records shall be provided to Chief Engineer or Senior Staff Designee.

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

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

H. The Contractor shall check the group dispatching systems and make the necessary tests and adjustments to ensure that all time settings are properly set to provide the limitations of the Vertical Transport Equipment.

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

J. The Contractor shall be responsible for the general cleaning of the machine rooms, hoist ways, car tops, door tracks and hangers, pits and trusses. Cleaning is to be done upon request of the Cook County **Building Engineer and/ or Designee** at each location.

K. All work, including preventive maintenance, repairs, replacements, adjustments, cleaning and callbacks, shall be performed during regular working hours.

L. Upon arrival, all Contractor’s personnel must report to the Cook County Department of Facilities Management Building Engineer, or Designee. Cook County will not provide payment for any services that are performed without a check in time approved by the Cook County DFM Elevator Coordinator.

M. Upon completion of a day's service at any location, the Contractor's personnel shall supply the Cook County Department of Facilities Management Engineer on Duty (EOD) or the Cook County designee with a Maintenance Time Ticket and Work Order. The standard time ticket for maintenance, call backs, and service, must be 8.5” x 11” in size. The Contractor’s personnel and the Engineer on Duty (EOD) or the Cook County designee must sign the Maintenance Time Ticket and Work Order. All copies of the Maintenance Time Ticket

and Work Order shall be given to Cook County Department of Facilities Management Engineer on Duty (EOD) or the Cook County designee. Each Work Ticket must include the following information:

a. Area where work was performed including building and unit number.
b. Type of work.
c. Time arrived and time departed.
d. Number of Hours worked.
e. Itemized detail list of tasks performed.

N. **A total of three (3) full-time Elevator Mechanics and one (1) full-time Elevator Apprentice must be assigned to D.O.C. buildings, Criminal Courts buildings and Rockwell Warehouse** are required of the contractor. One mechanic will be assigned as the mechanic-in-charge (or foreman as refer to in International Union of Elevator Contractors Standard Agreement). No less than two of the four employees shall be on site at all times for lunch break, during regular working hours.

O. The Contractor shall assign a minimum of **one (1) Full Time Service Team that shall work forty (40) hours per week on County elevators only and be readily available for emergency repairs** for all units in this contract. The Contractor shall provide more than one (1) Service Team simultaneously if multiple repairs across the County are needed. This Service Team may be used for escalator and elevator maintenance, repairs, and tests. A tentative schedule of work for the week for the full-time service team, shall be sent to the Cook County's DFM Engineer on Duty (EOD) or the Cook County designee, before noon every Monday.

P. The Contractor is required to conduct a yearly Category 1 Test on each traction elevator, and counterweight safeties, governor, and buffers per ASME A17.1 Code and required by the City of Chicago Department of Buildings. The Contractor shall properly tag the governor and release carrier. The Contractor shall conduct a Category 1 Pressure Relief Test on each hydraulic elevator and pressure test the entire system with the plunger on the stop ring. Each hydraulic elevator shall be properly tagged, and the valve sealed. A yearly Leakage Test shall be performed with no load for 15 minutes.

Q. The Contractor is required to conduct a complete Category 5 test on each traction elevator every 5 years. Include in testing shall be the governor trip speed, governor rope pull through and pull out. The Contractor shall test oil buffers, brake, and terminal stopping devices as per ASME A17.1 Code, as required by the City of Chicago Department of Buildings. The Contractor shall properly tag the governor, release carrier, and buffers. If there is damage to equipment from the buffer tests the Contractor shall submit a billable proposal to the Cook County DFM Engineer on Duty (EOD) or the Cook County designee for approval prior to starting the repairs.

R. An Escalator Step/Skirt Indexing Test shall be performed on an annual basis, including a Break Torque Test. A copy of the test form, graphs, and time ticket shall be given to the Cook County DFM . Chief Engineer and/or Senior Staff Designee. . The Contractors cost for providing the Escalator Test shall be included in the base bid. Perform all tests as required in accordance with ASME A17.1 Safety Code and provide a certified written condition report to the Cook County Cook County DFM . Chief Engineer and/or Senior Staff Designee. All code required periodic tests are considered full maintenance items and shall be performed at no additional cost to the County. **The Contractor will be required to pay any fees for a State Licensed Inspector to witness the yearly pressure tests, escalator test, and safety tests. The Contractor shall submit a copy of the Inspector's invoice along with Contractor's invoice to Cook County for reimbursement.**

S. Maintenance

1. Monthly Escalator Maintenance

1.1 All escalator maintenance shall be performed by a team of two men. The team shall provide a minimum of two hour of preventative maintenance per unit, each month. The following work shall be performed on a monthly basis:

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

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

1.4 Ride escalator and perform a visual inspection ensuring that each escalator unit is operating properly.

1.5 Inspect the unit for unusual noise or vibration. Inspect the unit for existence of safety hazards. Investigate and correct any irregular condition. Apply appropriate lubricant to skirt panels.

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

2. Monthly Escalator Maintenance

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

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

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

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

2.5 Replace any non-operational lighting.

2.6 Inspect all steps for proper tracking and cracked or chipped steps. Inspect all comb plates at entrance and egress ends. Verify that all steps are level with minimal lateral movement. Verify step to skirt tolerances are in accordance with code requirements. Replace any broken step, step component or comb plate. Adjust to skirt clearances as necessary to meet ASME A17.1 Code requirements.

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

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

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

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

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

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

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

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

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

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

1. Quarterly Escalator Maintenance

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

S-04 PERMITS

The Contractor shall assume all responsibility and expense for obtaining and maintaining during the term of the contract any and all permits, fee or non-fee, and shall pay all taxes required in complying with City, Local, County and State laws, codes or ordinances.

S-05 HOURS

A. Regular working hours: (excluding nationally observed holidays)

1. Criminal Courts Complex:

One (1) Mechanic:	Monday through Friday 6:00 a.m. to 2:30 p.m.	
Two (2) Mechanics:	1 Mechanic -	Monday through Friday 9:00 a.m. to 5:30 p.m.
	1 Mechanic	Monday through Friday 8:00 a.m. to 4:30 p.m.
One (1) Apprentice:	Monday through Friday 6:00 a.m. to 2:30 p.m.	

2. All Other Facilities: Monday through Friday 8:00 a.m. to 4:30 p.m.

B. Overtime Hours:
Any time before or after regular working hours as stated above.

C. Full Maintenance – Regular time callback (RTCB)
Call back during regular working hours at no additional cost.

D. Full Maintenance – Overtime call back (OTCB)
Call back before or after regular working hours at no additional cost.

E. Overtime Maintenance (OTM) – Any maintenance or annual testing, is required to be completed during overtime hours, and shall be completed at no additional cost.

S-06 SUBSTITUTIONS

In the event of material substitutions, where permitted, properly identified samples must be approved to the Cook County DFM Chief Engineer and/or Senior Staff Designee. . In addition, it is fully understood that the Cook County DFM Chief Engineer and/or Senior Staff Designee reserves the right to select the product(s), which in his/her determination would best serve the needs of the County of Cook.

S-07 INSPECTION PROVISION

Ninety (90) days before the end of this contract Cook County shall reserve the right to have any or all units listed in this contract inspected by an agreed-upon third party. The third party shall inspect and document, by punch list, any deficiencies covered under this "Full Maintenance Contract" as defined herein. Those items shall be corrected or replaced by the Contractor at no cost to Cook County within 30 days.

S-08 GENERAL

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

S-09 SERVICES THAT FALL OUTSIDE OF REGULAR REPAIR AND MAINTENANCE

Vandalism or misuse, DOES NOT include the normal occurrences of wear and tear. Vandalism and/or abuse shall be defined as the "willful or malicious destruction or defacement of property or equipment." Misuse shall be defined as the "incorrect use of property or equipment." Catastrophes such as fire, flood, or any act of God are not covered under normal occurrences of wear and tear.

If the Contractor's personnel believe that an elevator, escalator, lift, or dumbwaiter shutdown is the direct result of vandalism, abuse, misuse, or work that falls outside the work for the Full Maintenance Program, the damage must be reviewed by Cook County and agreed upon in writing by the DFM Chief Engineer and/or Senior Staff Designee. When agreed that the condition is the result of vandalism, abuse or misuse, written authorization must considered given on the contractor's time ticket clearly marked "Chargeable" before being signed by the DFM Chief Engineer and/or Senior Staff Designee. If the estimated work to repair damages requires over four hours of work or replacement parts over $1,000.00, a written proposal breaking down the labor and material must be submitted for approval by the DFM Chief Engineer and/or Senior Staff Designee. Cook County will not be responsible for payment of the services or repairs if the procedures are not followed. Authorized repairs under this section will be invoiced separately from maintenance invoices.

If a dispute arises as to the cause for operable or damage equipment the DFM Chief Engineer and/or Senior Staff Designee may authorize the Contractor to proceed with the repairs in dispute.

S-10 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall be responsible during the term of this contract to maintain all elevators and escalators under this contract in order that no unit shall be in violation of the present American Society of Mechanical Engineers (ASME) A17.1 Elevator Code or changes to the ASME A17.1 Code for the duration of this contract for the municipality that the given facility resides in. It is the Contractor's responsibility that all units in this Contract pass initial Annual Inspections and Tests.

If a failed inspection or test is due to the Contractor's neglect of ASME A17.1 Code, or lack of maintenance requirements, Cook County shall be reimbursed the cost of the re-inspection by deducting that price from the Monthly Maintenance Billing. All Cook County facilities enforce ASME A17.1 Code and all supplements. In addition, all hospital elevators must meet Illinois Department of Public Health (IDPH) accreditation requirements.

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The latest edition of the above including supplements in effect during the time of this contract shall be the Code used in all cases.

B. One (1) hour, maximum, callback service calls shall be supplied when notified of any emergency entrapment (passenger in jeopardy). The Criminal Courts Complex during regular working hours where a mechanic is on site, unless otherwise directed by the DFM County Chief Engineer and/or Senior Staff Designee. Failure to comply may be taken as just cause for termination of this contract by the Cook County.

C. Two (2) hour callback repair services will be required for all units, including overtime callbacks.

All other Callback repair services will typically be available within two (2) hours after request, subject to acts of Force Majeure or other unforeseen circumstances beyond the contractor's control except as follows. The Contractor must be able to service the equipment within two (2) hours.

D. The Contractor's personnel, upon arrival for each service call to a Cook County location, must check in with the Engineer of Duty or supervisor at the site prior to the performance of any work. Failure to check in with the supervisor will cause that Contractor's personnel to not be able to perform further service calls at the location. Cook County shall provide the Contractor with a list of supervisors for each location. Once the work is completed, a description of the work performed, materials used, and the time spent to accomplish the work will be recorded on the appropriate Job Sheet form. This job sheet shall be signed and approved by the Cook County Engineer on Duty or supervisor on site and be submitted concomitantly with the contractor invoice to the appropriate using department. All contractor invoices shall be submitted at least in duplicate.

The Contractor is required to stock common "spare" parts for the equipment required for the maintenance and repair of the equipment. The adoption of this provision is intended to expedite and improve the services of the contractor to perform under this contract and will be used only for this purpose. Such common spare parts must be kept at Cook County facilities in a centrally located machine room, in a locked/secured cabinet. If flammables are stored in the cabinet, the cabinet must meet Occupational Safety and Health Association standards and the word "flammables" must be noted on the exterior of the cabinet. All cabinets must be supplied by the Contractor and must be available for inspection by Cook County upon request. A minimum of two escalator steps/units are required at each building with escalators specified.

E. Work Orders/Computerized Service Documentation

a. The Department of Facilities Management utilizes a computerized (Tririga) work order system. The Contractor shall utilize this system to record information regarding the services provided under this Contract, including the hours during which services were provided, the scope of specific services and the Contractor Personnel who performed the services. Contractor will close out work orders issued to them in Tririga.

b. The Contractor shall submit a proposal for extra work to the DFM Chief Engineer and/or Senior Staff Designee and Business Operations Manager for approval. The Contractor can make repairs in an emergency or after hour call back without written prior proposals or documentation. However, in the case of extra work or work the County requests, a proposal shall be submitted.

F. All defective or questionable parts or materials shall be replaced at no cost to Cook County. Replacement parts or materials shall be exactly the same manufacturer, model and part number as those removed, unless certification as to equal or better operating and functional parameters are furnished to Cook County, giving name, model and serial number of equipment parts. All replacement that are not the exact same must be approved by the Cook County Chief Engineer and/or Senior Staff Designee prior to purchasing . Any updates and modification of parts and materials must be approved by the DFM Chief Engineer and/or Senior Staff Designee prior to installation.

G. The Contractor shall keep a preventive maintenance schedule in each Cook County machine room location that is readily available to Cook County employees. The schedule shall indicate the preventive maintenance categories that the service personnel are to perform weekly, bi-weekly, monthly, quarterly, semi-annual and annual basis as per manufacturer specifications. There shall be areas for the service personnel to record all work that is performed and update all reports and maintenance reports, charts and logs. There shall be areas on the preventive maintenance schedule for the service personnel to record all work including callbacks that is performed and update all (maintenance reports, charts and logs) reports that is required documentation by elevator code and the city of Chicago building code, elevator bureau. . Each units' documentation is to be contained in a 3 or 5 ring binder, location of binder shall be kept adjacent to each controller. Maintenance reports shall have only one elevator per schedule report. All Callback maintenance, repair, fire service, or testing entries must be signed by the mechanic

performing work. The mechanic performing the work shall not write in the elevator company's name on the paperwork. Should the mechanic enter the company's name on the work ticket, the ticket will have to be redone.

Annual Maintenance logs must be pre-approved by the Cook County DFM Chief Engineer and/or Senior Staff Designee and shall be turned over to Cook County at the end of each contract year.

The Contractor shall keep a separate callback and repair summary log for each unit serviced under this contract. The Maintenance Log shall be in a format approved by the Cook County DFM Chief Engineer and/or Senior Staff Designee or Designee. The Maintenance Log shall be current and maintained on site in the machine room for 24-hour availability and reference.

H. The Contractor shall keep a separate Fire Service Log, pre-approved by the Cook County DFM Chief Engineer and/or Senior Staff Designee and be posted in the machine room for each elevator. Additionally, the Annual Fire Alarm Initiated Elevator Recall shall also be recorded on the Fire Service Log.

I. The Contractor shall keep an Oil Log, pre-approved by Cook County DFM Chief Engineer and/or Senior Staff Designee and be posted in the machine room for all hydraulic elevators. The Contractors' service personnel shall record the date, amount of oil, and reason why it was added to the tank. Any oil loss unaccounted for must be reported to the DFM Chief Engineer and/or Senior Staff Designee.

J. The Contractor shall provide a written Maintenance Control Program (MCP) and post it in the machine room designated by Cook County Facilities Management in each building. The MCP shall be in place to maintain the elevator equipment in compliance with the requirements of ASME A17.la 2008 Section 8.6. The MCP must be approved by the governing authority and the Cook County Chief Engineer and/or Senior Staff Designee.

K. The Contractor shall at all times must keep the premises free from accumulation of waste materials and rubbish related to contractor's work. All scrap, rubble, debris, and defective parts or fixtures shall be removed from the building at the end of each day. Cook County refuse containers shall not be used for debris disposal.

L. If the Contractor's employees are on strike, the Contractor shall subcontract the services provided, to a signatory elevator company, approved by the Cook County Department of Facilities Management and approved by the Cook County Chief Procurement Officer. Failure to subcontract services within 5 business days will result in default proceedings.

S-11 DELETIONS/ADDITIONS TO UNITS COVERED

During the term of this contract, Cook County reserves the right to delete and or add vertical transportation equipment units to this contract, as deemed necessary by Cook County. In the event such action is taken, adjustments to the contract cost shall be made according to the pricing provided by the Contractor in the (Unit Maintenance) section.

S-12 PERFORMANCE PENALTY

Cook County shall, at a minimum, withhold maintenance payments until performance violations are corrected. Performance requirements include but are not limited to:

A. Any hours worked on an emergency repair or hours worked on authorized extra charge work that takes the place of hours scheduled for preventive maintenance, must be rescheduled and performed within thirty (30) days, so that the preventive maintenance hours are back on schedule within that thirty (30) day period. Emergency repair work or authorized extra work does not take the place of preventive maintenance work. All preventive maintenance work must remain on schedule within a 30 day period.

B. All equipment covered in this Bid shall not be out of service for more than (2) business days without justification and approval of Cook County's DFM Chief Engineer and/or Senior Staff Designee.

C. Maintenance logs and books must be updated upon completion of work assignments. Failure to keep maintenance logs and books updated will result in Cook County withholding payment.

D. Cook County will not pay for unauthorized repair work.

E. All equipment in this specification is bid as "Full Maintenance" regardless of its actual condition. Requests for additional funds or consideration of equipment down time will not be entertained.

F. Any time tickets that are missing any information as per Section S-02, Pages S-3 and S-4 are subject to a performance penalty.

G. The Contractor shall return documentation of all completed Work Orders to the Cook County . Monthly billing will not be paid unless the Preventive Maintenance Work Orders are current (i.e., the preventive maintenance services for which payment is sought have been performed).

S-13 UNITS COVERED BY THIS SPECIFICATION

The complete lists of units included in this contract are listed in Full Maintenance Program Price Sheet.

ITEM NO. 1 FULL MAINTENANCE PROGRAM FOR YEAR ONE

Costs for the Full Maintenance is the sum of the monthly rates for each year as indicated on the UM pages. The rates entered on these pages shall be for all work described in S-01 Scope of Work and S-02 Full Maintenance Program.

ITEM NO. 2 FULL MAINTENANCE PROGRAM FOR YEAR TWO

Costs for the Full Maintenance is the sum of the monthly rates for each year as indicated on the UM pages. The rates entered on these pages shall be for all work described in S-01 Scope of Work and S-02 Full Maintenance Program.

ITEM NO. 3 FULL MAINTENANCE PROGRAM FOR YEAR THREE

Costs for the Full Maintenance is the sum of the monthly rates for each year as indicated on the UM pages. The rates entered on these pages shall be for all work described in S-01 Scope of Work and S-02 Full Maintenance Program.

ITEM NO. 4 MECHANIC REGULAR TIME WAGES

Costs for the Elevator Mechanic shall include the prevailing hourly wage rate including fringes, overhead and profit for an Elevator Mechanic. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by Cook County.

ITEM NO. 5 TEAM REGULAR TIME WAGES

Costs of the Team personnel shall include prevailing hourly wage rate including fringes, overhead and profit for an Elevator Mechanic and an Elevator Apprentice. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by Cook County.

ITEM NO.6 MECHANIC OVERTIME WAGES

Overtime costs for the Elevator Mechanic shall include the prevailing hourly overtime wage rate including fringes, overhead and profit for an Elevator Mechanic. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by Cook County.

ITEM NO. 7 TEAM OVERTIME TIME WAGES

Overtime costs for Team personnel shall include the prevailing hourly overtime wage rate including fringes, overhead and profit for an Elevator Mechanic and an Elevator Apprentice. This rate shall be billed for work outside the scope of the Full Maintenance Program and authorized in writing by Cook County.

ITEM NO. 8 FIVE YEAR FULL LOAD TEST

The cost of each of the five-year Category 5 rated-load, rated-speed safety test, test of governors and buffers, properly tag governor and released carrier as required in accordance with American Society of Mechanical Engineers A17.1 Code and provide a certified written condition report to the Cook County Department of Facilities Management.

ITEM NO. 9 PARTS

This applies to all parts that are not required to be furnished and included in the cost for Full Maintenance Program. As specified herein, such as parts damaged by vandalism, wear and tear, casualty or misuse. **The Contractor shall invoice Cook County at the cost paid**. **Copies of the manufacturer or supplier invoices shall accompany the Contractor's invoice to verify the costs of the parts used.**

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

A $900,000.00 allowance for equipment that needs to be replaced outside of the full maintenance program.

Pricing

Contract No. 2621-01239

SPECIFICATIONS

S-14 PROCUREMENT ELEVATOR MAINTENACE BID PROPOSAL

Item	Description	Unit of Measure	Qty	Unit Price	Total
1.	FULL MAINTENANCE FOR RTCB & OTCB ELEVATORS FOR ONE YEAR	MONTH	36	Refer to Bid Proposal Breakdown Excel Spreadsheet.	$7,605,000.00
2.	WAGES, REGULAR TIME MECHANIC	HOUR	600	Refer to Bid Proposal Breakdown Excel Spreadsheet	$119,196.00
3.	WAGES REGULAR TIME TEAM	HOUR	600	Refer to Bid Proposal Breakdown Excel Spreadsheet	$238,392.00
4	WAGES OVERTIME MECHANIC	HOUR	600	Refer to Bid Proposal Breakdown Excel Spreadsheet	$164,604.00
5	WAGES OVERTIME TEAM	HOUR	600	Refer to Bid Proposal Breakdown Excel Spreadsheet	$329,208.00
6	FIVE YEAR LOAD TEST	EACH	64	Refer to Bid Proposal Breakdown Excel Spreadsheet	$60,416.00
7	ALL PARTS AND MATERIALS USED FOR VANDALISM OR MISUSE REPAIRS AT THE CONTRACTOR'S COST	LOT	1	$900,000.00	$900,000.00

S-10

Contract No. 2621-01239

SITE INSPECTION CERTIFICATE

(DAY 1)

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.

Jordan Dobyne
NAME (PRINTED/TYPED AND SIGNATURE)

Modesto Management LLC
COMPANY

Safety Manager
OFFICIAL CAPACITY

(630) 215-4507
TELEPHONE NUMBER (Area Code)

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

INSPECTION CONFIRMED BY: Yazeed Kreaan

DATE: 03/24/2026

SITE INSPECTION CERTIFICATE

(DAY 2)

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.

Jordan Dobyne
NAME (PRINTED/TYPED AND SIGNATURE)

Modesto Management LLC
COMPANY

Safety Manager
OFFICIAL CAPACITY

(630) 215 - 4507
TELEPHONE NUMBER (Area Code)

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

INSPECTION CONFIRMED BY: Yazeed Knaan

DATE: 03/25/2026

Contract No. 2621-01239

SITE INSPECTION CERTIFICATE

(DAY 3)

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.

Jordan Dobyne
NAME (PRINTED/TYPED AND SIGNATURE)

Modesto Management LLC
COMPANY

Safety Manager
OFFICIAL CAPACITY

(630) 215-4507
TELEPHONE NUMBER (Area Code)

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

INSPECTION CONFIRMED BY: Yazeed Knaan

DATE: 03/26/2026

Past Performance and Past Experience

Project 1 – Edward Hines, Jr. VA Hospital



Date of Performance: 2023 - Current
Date of Completion: current
Project Location: 500 S. 5th Avenue, Hines, IL 60141

Key Facts

- ✓ Elevator Maintenance
- ✓ Completed Modernization of P2
- ✓ Currently Modernizing Eight (8) Elevators and Elevator Lobbies

Scope of Services

Modesto Management LLC provides elevator maintenance, repair, service, inspection, testing, and upgrading for multiple units of various makes and models of equipment at Edward Hines, Jr. VA Hospital.

Modesto Management was also completed the Modernization of Elevator P2 contract in 2025 and was awarded the Modernization of Eight (8) Elevators and Elevator Lobbies.

Client Contacts: Keith Schmidt, COR 1, Project Manager, keith.schmidt@va.gov
708.979.2001

Project 2 – Chicago Transit Authority

Date of Performance: 5/2024
Date of Completion: 4/30/2025

Key Facts

- ✓ Elevator Maintenance
- ✓ Contract Value: $936,000 per year

Scope of Services

Modesto Management LLC provided elevator maintenance, repair, inspection, and modernization services for multiple VTE units.

Client Contact: Greg Gibbs, Vice President, Anderson Elevator
Email: ggibbsjr@andersonelevator.com | Phone: 708.446.6623

Project 3 - Jesse Brown VA Medical Center



Date of Performance: 7/2020 - Current
Date of Completion: current
Project Location: 820 S Damen Ave, Chicago, IL 60612

Key Facts

- ✓ Added elevator maintenance to our contract in 2022
- ✓ Multiple contracts totaling $1.42M per year

Relationship Overview

- ✓ Management and operation of elevator maintenance, and landscaping
- ✓ Service Provider 2020 – present

Scope of Services

Modesto Management LLC has been providing elevator repair, service, inspection, testing, and upgrading for multiple units of various makes and models of equipment at **Jesse Brown VA Medical Center**. The contract with **Jesse Brown VA Medical Center** has been in place since July 2020, and we have an established strong track record in delivering exceptional service.

In addition to our elevator services, Modesto also provides custodial, landscaping, and grounds maintenance services for Jesse Brown VA Medical Center.

Client Contact: Stephen Stroud, Engineering Manager, stephen.stroud@va.gov, 312.569.8839

Professional Qualifications

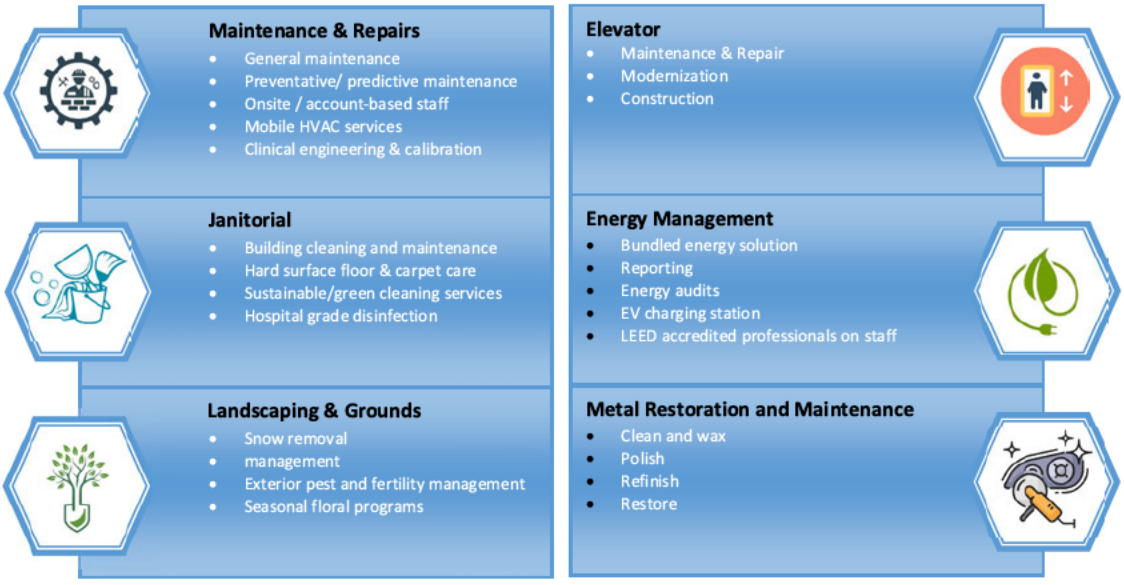
Modesto Management LLC

Modesto Management LLC, headquartered in Oak Park, IL, is a certified **Service-Disabled Veteran-Owned Small Business** (**SDVOSB**), Disadvantaged Business Enterprise (**DBE**), and Minority Business Enterprise (**MBE**). We specialize in elevator maintenance, modernization, construction, and management, as well as facility management services. Our staff brings decades of expertise and meticulous attention to detail at every project stage, allowing our customers to focus on their core priorities and responsibilities. Our top management team has extensive experience providing elevator maintenance, construction, and facility management services across hospitals, medical clinics, large school districts, universities, and government agencies. Our current clientele includes the United States Veterans Administration, UIC Medical Clinic, and the University of Illinois at Chicago campus. We are experts in project oversight and management, ensuring excellence in every endeavor.

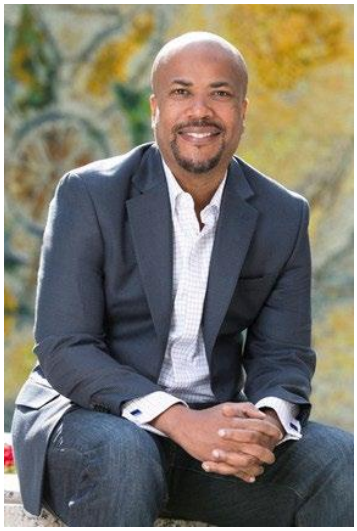
Industries We Serve



Services We Offer



Corporate and Regional Support



Eric Dobyne, Owner Modesto Management
Eric is an accomplished professional with over 25 years of experience in project management, construction, and facility management. In January 2020, he founded Modesto Management LLC, highlighting his entrepreneurial spirit and leadership abilities.

Before establishing Modesto Management, Eric served as Project Manager for the CPS Elevator Maintenance, Inspection, and Modernization Program. He was responsible for overseeing contract and project management, as well as ensuring quality control for over 1,000 elevators, chair lifts, and dumbwaiters across more than 300 schools in Chicago. Under his leadership, compliance rates for CPS elevators and lifts soared from 35% to 98%, significantly improving safety and functionality.

Eric's professional journey began as a U.S. Naval Officer, where he managed construction projects and contractors for the U.S. Navy Atlantic Division. He then became the manager for the U.S. Air Force Wright-Patterson Energy Research and Development Laboratory, focusing on developing construction and facility-related energy technologies.

Eric holds an MBA from Harvard Business School, providing him with a solid foundation in business strategy and management, and a Bachelor of Science in Electrical Engineering from Michigan State University, highlighting his technical acumen and ability to tackle complex challenges.

With his exceptional background and expertise, combined with his dedication to excellence, Eric has positioned Modesto Management LLC to deliver outstanding project and facility management services to its clients.



Liz Huerta, Area Manager
Liz boasts an impressive track record with over two decades of experience in facilities and custodial management. Throughout her distinguished career, she has displayed exceptional organizational and leadership skills, particularly through the formulation of innovative operational strategies. These strategies, implemented under her guidance, have led to significant improvements in cleanliness scores, underscoring Liz's commitment to excellence. Her expertise extends to prominent institutions such as the Edward Hines, Jr. VA Hospital, Jesse Brown VA Medical Center, and the Captain James A. Lovell Federal Health Care Center, where she successfully manages elevator maintenance, facilities, and custodial operations. Liz has played a pivotal role in building high-performing teams by overseeing the recruitment, training, and ongoing support of staff members at all levels, as well as front-line teams.

Administrative Items

Elevator License



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF ELEVATOR SAFETY
555 West Monroe Street Suite 1300-N • Chicago, IL 60661

ELEVATOR CONTRACTOR LICENSE NO. IL06646
Expiration Date (01/23/2027)

This is to certify that **Modesto Management LLC** has met all the requirements and is duly authorized to perform such work as set forth by the Elevator Safety Review Board in this state under this license issued this day 01/23/2023.

James A Rivera
State Fire Marshal

Robert Capuani
Director of Elevator Safety

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://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities

Follow the steps listed in the below article to access the opportunity and submit your bid/proposal.

https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors-

There is also a video on Vendor Registration & Submission at this link:

https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-

If you have questions or technical issues accessing or submitting your bid/proposal, please reach out to Bonfire at:

support@gobonfire.com

1 (800) 354 8010 Extension #2

Exhibit II

Identification of Subcontractors/Supplier/Subconsultant Form

Contract #: 2621-01239

OCPO ONLY:	
	Disqualification
X	Check Complete

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

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.: 2621-01239	Date: 4/14/2026
Total Bid or Proposal Amount: $9,497,816	Contract Title: Maintenance & Repair for Elevator & Related Eqp
Contractor: Modesto Management LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Liftomatic Elevator Co.
Authorized Contact for Contractor: Eric Dobyne	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Deborah Giuliano
Email Address (Contractor): eric@modestomanagement.com	Email Address (Subcontractor): debgiuliano@liftomaticelevator.com
Company Address (Contractor): 525 S Scoville Ave., Ste 1	Company Address (Subcontractor): 270 Eisenhower Lane N
City, State and Zip (Contractor): Oak Park, IL 60304	City, State and Zip (Subcontractor): Lombard, IL 60148
Telephone and Fax (Contractor): 630.926.4489	Telephone and Fax (Subcontractor): 630.629.6120
Estimated Start and Completion Dates (Contractor): 5/1/2026 - 4/30/2029	Estimated Start and Completion Dates (Subcontractor): 5/1/26 - 4/30/29

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Provide labor and materials for contract.	$760,000 over three years

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.**

Modesto Management LLC
Contractor

Eric Dobyne
Name

President
Title



4/14/2026
Prime Contractor Signature — Date

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.

Eric Dobyne
Bidder (please print or type)

President
Title

Signature

4/14/2026
Date

eric@modestomanagement.com
E-mail address

630.926.4489
Phone Number

Subscribed to and sworn before me
this 14th day of April, 2026.

My commission expires:

X
Notary Public Signature

ANGELA C BURZA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 06, 2026

U.S. Small Business Administration

202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

Nov. 8, 2023

MODESTO MANAGEMENT LLC
SAM UEI: NFUQEXZ9PD25
1048 HANNAH AVE
FOREST PARK, IL 60130

Dear MODESTO MANAGEMENT LLC:

I am writing to inform you that MODESTO MANAGEMENT LLC has been recertified by the Veteran Small Business Certification (VetCert) Program at SBA. Your certification confirms your continued eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- MODESTO MANAGEMENT LLC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your recertification is valid for three (3) years from the date of your prior expiration.
- You may visit SBA's website to download SBA-approved digital icons that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm MODESTO MANAGEMENT LLC continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program

All SBA programs and services are extended to the public on a nondiscriminatory basis.

EXHIBIT V
SOCIAL ENTERPRISE PREFERENCE FORM

SOCIAL ENTERPRISE PREFERENCE

N/A

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 is 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 Signature

Notary Seal

EXHIBIT VI

Veteran’s Workplace Preference Public Works Contracts Form

N/A

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

N/A

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 (If Applicable)

Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #:	26-1556	**Version:** 1	**Name:**	Modesto Management, LLC	
Type:	Contract		**Status:**	Approved	
File created:	5/18/2026		**In control:**	Board of Commissioners	
On agenda:	7/16/2026		**Final action:**	7/16/2026	
Title:	PROPOSED CONTRACT				

Department(s): Facilities Management

Vendor: Modesto Management LLC, Oak Park, Illinois

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

Good(s) or Service(s): Maintenance and Repair of Elevators, Escalators, Dumbwaiters, Wheelchair Lifts, and Related Equipment

Contract Value: $9,497,816.00

Contract period: 8/1/2026 - 7/31/2029, with One (1), Two (2) year renewal option.

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation. The prime vendor is a certified MBE.

Potential Fiscal Year Budget Impact: FY 2026 $1,055,312.89, FY 2027 $3,165,938.67, FY 2028 $3,165,938.67 FY 2029 $ 2,110,625.77

Accounts: 11100.1200.12355.540350

Contract Number(s): 2621-01239

Summary: This contract will allow the Department of Facilities Management to receive Maintenance and Repair of Elevators, Escalators, Dumbwaiters, Wheelchair Lifts, and Related Equipment.

The vendor was selected pursuant to a publicly advertised Invitation for Bids (IFB) in accordance with the Cook County Procurement Code. Modesto Management LLC was the lowest, responsive and responsible bidder.

Sponsors:

Indexes: BILQIS JACOBS-EL, Director, Department of Facilities Management

Code sections:

Attachments: 1. 6.2025 Form -E 26-1556 Modestor Management LLC

Date	Ver.	Action By	Action	Result
7/16/2026	1	Board of Commissioners		

powered by Legistar™

EXHIBIT IX

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

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

MEMORANDUM

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

Date: May 7, 2026

RE: Contract No: 2621-01239
Maintenance and Repair, Elevators, Dumbwaiters & Wheelchair Lifts
Department of Facilities Management
Contractor: Modesto Management, LLC
Contract Value: $9,497,816.00
Contract Term: 36 Months (August 1, 2026, - July 31, 2029)
BID – Goods & Services
Contract Goal: 8% MBE, 8% WBE

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.

Original Contract Utilization Plan (Based on Contract Value of $9,497,816.00)

MBE/WBE	Status	Certifying Agency	Commitment (Direct)*
Modesto Management, LLC	MBE(AA)	Cook County	92%
Liftomatic Elevator, Co.	WBE(CF)	City of Chicago	8%
		Total	**100%**

The Center of Business Enterprise Development has been advised by the requesting department that no other bidders are being recommended for the award. Original MBE/ WBE forms were used in the determination of the responsiveness of this contract.

JC/vl

CC: YaZeed Knaan (OCPO)
Danuta Rusin (Department of Facilities Management)

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

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)

- [x] 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.
- [ ] 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. [x] **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: Modesto Management (Prime Contractor)

Address: 525 S Scoville Ave., Ste 1, Oak Park, IL 60304

E-mail: eric@modestomanagement.com

Contact Person: Eric Dobyne Phone: 630.926.4489

Dollar Amount Participation: $8,737,816

Percent Amount of Participation: 92 %

*Letter of Intent attached? Yes [ ] No [ ]
*Current Letter of Certification attached? Yes [x] No [ ]

MBE/WBE Firm: Liftomatic Elevator Company

Address: 270 Eisenhower Ln N, Lombard, IL 60148

E-mail: debgiuliano@liftomaticelevator.com

Contact Person: Deb Giuliano Phone: 630.629.6120

Dollar Amount Participation: $760,000

Percent Amount of Participation: 8 %

*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.**

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Liftomatic Elevator Company

Contact Person:

Address: 270 Eisenhower Ln N

City/State: Lombard Zip: 60148

Phone: 630.629.6120 Fax:

Email: debgiuliano@liftomaticelevator.com

Participation: [✓] Direct [ ] Indirect

Certifying Agency: City of Chicago

Certification Expiration Date: 2/9/2027

Ethnicity: WBE

Bid/Proposal/Contract #: 2621-01239

FEIN #: 36-2703734

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): Liftomatic Elevator Company

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)*

Liftomatic will provide labor and materials for contract.

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

8% ($760,000); terms of payment – within 15 days of receipt of payment from Cook County.

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.

Signature (*M/WBE*)

Deborah Giuliano
Print Name

Liftomatic Elevator Company
Firm Name

4/14/2026
Date

Subscribed and sworn before me

this 14th day of April, 2026.

Notary Public

ANGELA C BURZA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 06, 2026

Signature (*Prime Bidder/Proposer*)

Eric Dobyne
Print Name

Modesto Management LLC
Firm Name

4/14/2026
Date

Subscribed and sworn before me

this 14th day of April, 2026.

Notary Public

ANGELA C BURZA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 06, 2026

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark Street
Suite 2300
Chicago, Illinois 60601

November 5, 2025

Eric Dobyne
Modesto Management LLC
1048 Hannah Ave.
Suite 1
Forest Park, IL 60130

Annual Certification Renewal: November 5, 2026

Dear Mr. Eric Dobyne:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)**, by Cook County Government. This certification does not expire; however, you must re-validate your firm's certification annually.

In the past, we have provided annual letters, this practice will no longer continue given that your firm will remain certified indefinitely based on your compliance to programmatic requirements. Please refer to this letter, the Vendor Directory, and your account dashboard for evidence of certification.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days prior** to the date of the annual renewal. Failure to file this affidavit may result in the removal of your Certification. You must notify Business Enterprise Development (BED) of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, fails to submit annual renewals, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

This firm is Certified under the following commodity codes/area(s) of specialty:

NAICS Code:
NAICS 238290: DUMBWAITER INSTALLATION
NAICS 238290: ELEVATOR INSTALLATION
NAICS 238310: DRYWALL AND INSULATION CONTRACTORS
NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS
NAICS 561210: FACILITIES SUPPORT SERVICES

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

To ensure your firm has access to contracting opportunities, you must register on Bonfire at https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Business Enterprise Development
Certification Division
https://cookcountyil.gov/service/business-enterprise-development-certification

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

FEB - 9 2023

Deborah Giuliano
Liftomatic Elevator Company
270 Eisenhower Lane N, Suite 5A
P.O. Box 114
Lombard, IL 60148

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Giuliano:

We are pleased to inform you that **Liftomatic Elevator Company** continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **December 15, 2022** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of February 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of February 1st.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):

238290 – Elevator Installation
238290 – Dumpwaiter Installation

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/kr

EXHIBIT X

Certificate of Insurance

A certificate of insurance is not required to be submitted with the Bid. The apparent low Bidder shall provide a certificate of insurance that meets the required insurance and amounts of coverage, when requested by the County. Failure to provide a certificate of insurance meeting the required coverages and amounts of coverages may result in the Bidder being removed from consideration for award.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Megan Medders	
Relation Insurance Services, Inc. dba Rummel 180 N LaSalle Street Chicago IL 60601	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Megan.Medders@relationinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	
INSURED Modesto Management LLC 525 S Scoville Avenue Suite 1 Oak Park IL 60304	INSURER B : Artisan and Truckers Casualty Co	10194
	INSURER C : Markel American Insurance Company	
	INSURER D : At Bay	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2642816522 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	GLO5546867-00	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	998177255	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist BI	$ 1,000,000 $ $ $ $ 250,000
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	MKLV3PBC003931	01/01/2026	01/01/2027	Split limit EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EPLE930905	07/23/2025	07/23/2026	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Commercial Cyber and Privacy Liability			AB669021701	12/15/2025	12/15/2026	$1,000,000 OCCURREN	$1,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cook County is and additional insured on a primary and noncontributory basis for both the liability and automobile policy. Waiver of subrogation applies to both policies in favor of Cook County.

CERTIFICATE HOLDER

Cook County
161 N. Clark St, Suite 2300
Chicago IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist BI split limit	UMISP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
250,000	500,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Paid in Full Discount	PIF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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EXHIBIT XI

Addenda Acknowledgment Form (If Applicable)

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
69 West Washington, Suite 3000
Chicago, Illinois 60602
(312) 603-5370

ADDENDA ACKNOWLEDGEMENT FORM

IMPORTANT NOTICE: Bidders shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its Bid. Failure to acknowledge receipt of any addenda issued and submittal of this form may render the Bid non-responsive.

Bid No.: 2621-01239

Project Name: Elevator Services

- [x] Addendum No. 1
- [ ] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Other:_____
- [ ] N/A (No Addenda Issued)

Signature: _____ Date: 4/14/2026

Name: Eric Dobyne Title: President

Company: Modesto Management LLC

Address: 525 S Scoville Ave, Ste 1, Oak Park, IL 60304

EXHIBIT XII

Bid Page

Bidders shall enter their bid pricing directly into Bonfire. See Exhibit I for instructions.

Cook County Government - Department of Facilities Management

IFB NO. 2621-01239 Elevator Maintenance Program Bid Proposal Breakdown

Vendor Name: ***Modesto Management LLC***

Instructions: Please fill out the Unit Price for each of the line items listed. The Extended Price is a calculation of the Quantity and the Unit Price. In the event that there is a mathematical error between the "Unit Price" and "Extended Price", the Unit Price will prevail. The spreadsheet must be completed and submitted in Microsoft Excel with Vendor's bid. All shipping and delivery charges for inside delivery must be included in the Unit Price.

	Facility Name	Address	City	Zip Code	ST	Equipment Type	Callback Coverage Requirement	No of Stops	Year Installed	Year Modified	Capacity	Manufacturer	Cost of Category 1 test	Five Year Safety Test Cost (as specified)	Term length per year (in months)	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 1	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 2	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 3	3 Year Total Maintenace Cost Per Location
1	Forensic Institute	2121 W. Harrison	Chicago	60612	Illinois	1 Passenger Hydraulic Elevator	OTCB	3	1982	2011	2,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
2	Forensic Institute	2121 W. Harrison	Chicago	60612	Illinois	2 Passenger Hydraulic Elevator	OTCB	3	1982	2011	2,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
3	Forensic Institute	2121 W. Harrison	Chicago	60612	Illinois	3 Service Hydraulic Elevator	OTCB	3	1982	2011	4,000	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
4	Forensic Institute	2121 W. Harrison	Chicago	60612	Illinois	S Dumbwaiter	RTCB	2	1982		300				12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
5	Forensic Institute	2121 W. Harrison	Chicago	60612	Illinois	N Dumbwaiter	RTCB	2	1982		300				12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
6	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	1S Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
7	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	2S Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
8	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	3S Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
9	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	4S Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
10	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	5S Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
11	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	6S Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
12	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	7S Freight Traction Elevator	OTCB	12	1906	1995	4,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
13	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	1N Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
14	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	2N Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
15	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	3N Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
16	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	4N Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
17	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	5N Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
18	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	6N Passenger Traction Elevator	RTCB	11	1906	1995	3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
19	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	7N Freight Traction Elevator	OTCB-OTM	15	1906	1995	4,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
20	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	15 Passenger Hydraulic Elevator	RTCB	2	1906	2005	2,000	Mid American	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
21	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	9 Up Escalator	OTCB-OTM	2	1906	2005		Mid American	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
22	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	10 Down Escalator	OTCB-OTM	2	1906	2005		Mid American	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
23	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	11 Dumbwaiter	RTCB	2	1906		300				12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
24	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	12 Dumbwaiter	RTCB	2	1906		300				12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
25	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	14 Dumbwaiter	RTCB	2	1906		500				12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
26	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	15 Dumbwaiter	RTCB	2	1906		500				12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
27	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	16 Up Escalator	OTCB-OTM	2	1906	2010		Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
28	Cook County Building	118 N Clark Street	Chicago	60602	Illinois	WCL 5th floor	RTCB	2	2020		750	Garaventa	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
29	Cook County Building	118 N. Clark Street	Chicago	60602	Illinois	17 Down Escalator	OTCB-OTM	2	1906	2010		Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
30	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	1 Passenger Hydraulic Elevator	OTCB	3	1905	2006	3,250	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
31	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	2 Freight Hydraulic Elevator	RTCB	2	1905	2006	10,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
32	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	3 Freight Hydraulic Elevator	RTCB	2	1905	2006	10,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
33	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	4 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
34	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	5 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
35	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	6 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
36	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	7 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
37	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	8 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
38	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	9 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
39	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	10 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
41	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	12 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
42	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	13 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
43	Hawthorne Warehouse	4545 W. Cermack	Chicago	60623	Illinois	14 Dock Lift	RTCB	1					$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
44	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608	Illinois	1 Freight Traction Elevator	RTCB	7	1979	2002	10,000	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
45	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608	Illinois	2 Freight Traction Elevator	RTCB	6	1979	2002	6,000	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
46	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608	Illinois	3 Freight Traction Elevator	RTCB	6	1979	2002	6,000	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
47	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608	Illinois	4 Freight Traction Elevator	RTCB	6	1979	2002	3,500	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
48	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608	Illinois	5 Passenger Traction Elevator	OTCB	6	1979	2002	3,000	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
49	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608	Illinois	6 Passenger Traction Elevator	RTCB	6	1979	2002	3,000	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
50	Rockwell Warehouse Building	2323 S. Rockwell	Chicago	60608	Illinois	7 Passenger Traction Elevator	OTCB	6	1979	2002	3,000	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
51	Division 2 Dorm 4	2650 S. California	Chicago	60608	Illinois	36 Freight Hydraulic Elevator	OTCB	2	1972	2000	6,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
52	Division 2 Dorm 4	2650 S. California	Chicago	60608	Illinois	37 Passenger Hydraulic Elevator	RTCB	2	1972	2000	6,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
53	New Central Kitchen Building	2650 S. California	Chicago	60608	Illinois	1 Freight Hydraulic Elevator	OTCB	2	1994	2006	7,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
54	New Central Kitchen Building	2650 S. California	Chicago	60608	Illinois	2 Freight Hydraulic Elevator	OTCB	2	1994	2006	7,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
55	New Central Kitchen Building	2650 S. California	Chicago	60608	Illinois	3 Freight Hydraulic Elevator	OTCB	2	1994	2006	7,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
56	New Central Kitchen Building	2650 S. California	Chicago	60608	Illinois	4 Freight Hydraulic Elevator	OTCB	2	1994	2006	7,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
57	Division 4 Building	2650 S. California	Chicago	60608	Illinois	38 Passenger Hydraulic Elevator	RTCB	2	1976	2000	2,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
58	Division 4 Building	2650 S. California	Chicago	60608	Illinois	39 Passenger Hydraulic Elevator	OTCB	3	1976	2000	5,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
59	Division 4 Building	2650 S. California	Chicago	60608	Illinois	40 Freight Hydraulic Elevator	RTCB	2	1976		6,000	ESCO	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
60	Division 4 Building	2650 S. California	Chicago	60608	Illinois	Dumbwaiter	RTCB	2	1976		100				12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
61	Division 5 Building	2650 S. California	Chicago	60608	Illinois	41 Passenger Hydraulic Elevator	OTCB	3	1978	2000	3,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
62	Division 5 Building	2650 S. California	Chicago	60608	Illinois	42 Passenger Hydraulic Elevator	OTCB	3	1978	2000	3,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
63	Division 5 Building	2650 S. California	Chicago	60608	Illinois	43 Service Hydraulic Elevator	RTCB	3	1978	2000	4,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
64	Division 5 Building	2650 S. California	Chicago	60608	Illinois	44 Service Hydraulic Elevator	OTCB	3	1978	2000	4,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
65	Division 5 Building	2650 S. California	Chicago	60608	Illinois	45 Service Hydraulic Elevator	RTCB	2	1978	2000	2,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
66	Division 5 Building	2650 S. California	Chicago	60608	Illinois	46 Service Hydraulic Elevator	RTCB	2	1978	2000	2,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
67	Division 6 Building	2650 S. California	Chicago	60608	Illinois	31 Passenger Hydraulic Elevator	RTCB	2	1978	2000	3,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
68	Division 6 Building	2650 S. California	Chicago	60608	Illinois	32 Service Hydraulic Elevator	RTCB	3	1978	2000	4,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
69	Division 6 Building	2650 S. California	Chicago	60608	Illinois	33 Passenger Hydraulic Elevator	OTCB	3	1978	2000	3,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
70	Division 6 Building	2650 S. California	Chicago	60608	Illinois	34 Service Hydraulic Elevator	RTCB	3	1978	2000	2,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
71	Division 6 Building	2650 S. California	Chicago	60608	Illinois	35 Service Hydraulic Elevator	RTCB	3	1978	2000	4,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
72	New Cermack Health Services Building	2650 S. California	Chicago	60608	Illinois	1 Passenger Hydraulic Elevator	RTCB	4	1998		5,000	Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
73	New Cermack Health Services Building	2650 S. California	Chicago	60608	Illinois	2 Passenger Hydraulic Elevator	RTCB	4	1998		5,000	Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
74	New Cermack Health Services Building	2650 S. California	Chicago	60608	Illinois	3 Passenger Hydraulic Elevator	RTCB	5	1998		5,000	Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
75	New Cermack Health Services Building	2650 S. California	Chicago	60608	Illinois	4 Service Hydraulic Elevator	OTCB	5	1998		5,000	Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
76	Division 9 Building	2650 S. California	Chicago	60608	Illinois	1 Passenger Hydraulic Elevator	OTCB	3	1990		6,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
77	Division 9 Building	2650 S. California	Chicago	60608	Illinois	2 Passenger Hydraulic Elevator	OTCB	3	1990		6,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
78	Division 9 Building	2650 S. California	Chicago	60608	Illinois	3 Passenger Hydraulic Elevator	RTCB	3	1990		6,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
79	Division 9 Building	2650 S. California	Chicago	60608	Illinois	4 Passenger Hydraulic Elevator	RTCB	3	1990		6,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00

Cook County Government - Department of Facilities Management

IFB NO. 2621-01239 Elevator Maintenance Program Bid Proposal Breakdown

Vendor Name: ***Modesto Management LLC***

Instructions: Please fill out the Unit Price for each of the line items listed. The Extended Price is a calculation of the Quantity and the Unit Price. In the event that there is a mathematical error between the "Unit Price" and "Extended Price", the Unit Price will prevail. The spreadsheet must be completed and submitted in Microsoft Excel with Vendor's bid. All shipping and delivery charges for inside delivery must be included in the Unit Price.

	Facility Name	Address	City	Zip Code	ST	Equipment Type	Callback Coverage Requirement	No of Stops	Year Installed	Year Modified	Capacity	Manufacturer	Cost of Category 1 test	Five Year Safety Test Cost (as specified)	Term length per year (in months)	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 1	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 2	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 3	3 Year Total Maintenace Cost Per Location
80	Division 9 Building	2650 S. California	Chicago	60608	Illinois	5 Passenger Hydraulic Elevator	OTCB	3	1990		6,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
81	Division 9 Building	2650 S. California	Chicago	60608	Illinois	6 Passenger Hydraulic Elevator	OTCB	3	1990		6,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
82	Division 9 Building	2650 S. California	Chicago	60608	Illinois	7 Freight Hydraulic Elevator	OTCB	3	1990		6,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
83	Division 9 Building	2650 S. California	Chicago	60608	Illinois	8 Passenger Hydraulic Elevator	OTCB	2	1990		2,000	Virginia Controls	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
84	Division 10 Building	2650 S. California	Chicago	60608	Illinois	1 Passenger Traction Elevator	OTCB	5	1991	2006	3,500	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
85	Division 10 Building	2650 S. California	Chicago	60608	Illinois	2 Passenger Traction Elevator	RTCB	5	1991	2006	3,500	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
86	Division 10 Building	2650 S. California	Chicago	60608	Illinois	3 Passenger Traction Elevator	RTCB	5	1991	2006	3,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
87	Division 10 Building	2650 S. California	Chicago	60608	Illinois	4 Passenger Traction Elevator	OTCB	5	1991	2006	3,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
88	Division 10 Building	2650 S. California	Chicago	60608	Illinois	5 Passenger Hydraulic Elevator	OTCB	4	1991	2006	2,100	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
89	Division 10 Building	2650 S. California	Chicago	60608	Illinois	6 Passenger Hydraulic Elevator	OTCB	4	1991	2006	2,100	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
90	RTU-RCDC Building	2650 S. California	Chicago	60608	Illinois	1 Passenger Traction Elevator	OTCB	6	2013		4,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
91	RTU-RCDC Building	2650 S. California	Chicago	60608	Illinois	2 Passenger Traction Elevator	RTCB	6	2013		4,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
92	RTU-RCDC Building	2650 S. California	Chicago	60608	Illinois	3 Passenger Traction Elevator	OTCB	6	2013		4,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
93	RTU-RCDC Building	2650 S. California	Chicago	60608	Illinois	4 Passenger Traction Elevator	RTCB	6	2013		4,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
94	RTU-RCDC Building	2650 S. California	Chicago	60608	Illinois	5 Passenger Traction Elevator	OTCB	7	2013		5,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
95	RTU-RCDC Building	2650 S. California	Chicago	60608	Illinois	6 Passenger Traction Elevator	RTCB	7	2013		5,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
96	Division 11 Building	2650 S. California	Chicago	60608	Illinois	1 Passenger Traction Elevator	OTCB	5	1995		3,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
97	Division 11 Building	2650 S. California	Chicago	60608	Illinois	2 Passenger Traction Elevator	OTCB	5	1995		2,500	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
98	Division 11 Building	2650 S. California	Chicago	60608	Illinois	3 Service Traction Elevator	OTCB	4	1995		5,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
99	Division 11 Building	2650 S. California	Chicago	60608	Illinois	4 Passenger Traction Elevator	RTCB	3	1995		3,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
100	Division 11 Building	2650 S. California	Chicago	60608	Illinois	5 Service Traction Elevator	OTCB	4	1995		5,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
101	Division 11 Building	2650 S. California	Chicago	60608	Illinois	6 Passenger Traction Elevator	RTCB	3	1995		3,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
102	Division 11 Building	2650 S. California	Chicago	60608	Illinois	7 Service Traction Elevator	OTCB	4	1995		5,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
103	Division 11 Building	2650 S. California	Chicago	60608	Illinois	8 Passenger Traction Elevator	RTCB	3	1995		3,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
104	Division 11 Building	2650 S. California	Chicago	60608	Illinois	9 Service Traction Elevator	OTCB	4	1995		5,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
105	Division 11 Building	2650 S. California	Chicago	60608	Illinois	10 Passenger Traction Elevator	RTCB	3	1995		3,000	Kone	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
106	Division 11 Building	2650 S. California	Chicago	60608	Illinois	11 Freight Hydraulic Elevator	RTCB	3	1995		6,000	Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
107	Division 11 Building	2650 S. California	Chicago	60608	Illinois	12 Freight Hydraulic Elevator	OTCB	3	1995		6,000	Kone	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
108	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	1 Passenger Traction Elevator	RTCB	8	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
109	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	2 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
110	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	3 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
111	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	4 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
112	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	5 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
113	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	6 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
114	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	7 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
115	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	8 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
116	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	9 Passenger Traction Elevator	RTCB	7	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
117	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	10 Passenger Traction Elevator	RTCB	8	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
118	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	11 Passenger Traction Elevator	OTCB	8	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
119	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	12 Passenger Traction Elevator	OTCB	8	1927	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
120	Criminal Courts Building	2650 S. California	Chicago	60608	Illinois	13 Service Traction Elevator	OTCB	8	1927	2001	6,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
121	Administration Building	2650 S. California	Chicago	60608	Illinois	14 Passenger Traction Elevator	RTCB	13	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
122	Administration Building	2650 S. California	Chicago	60608	Illinois	15 Passenger Traction Elevator	RTCB	13	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
123	Administration Building	2650 S. California	Chicago	60608	Illinois	16 Passenger Traction Elevator	RTCB	13	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
124	Administration Building	2650 S. California	Chicago	60608	Illinois	17 Passenger Traction Elevator	RTCB	13	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
125	Administration Building	2650 S. California	Chicago	60608	Illinois	18 Passenger Traction Elevator	RTCB	13	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
126	Administration Building	2650 S. California	Chicago	60608	Illinois	19 Passenger Traction Elevator	RTCB	13	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
127	Administration Building	2650 S. California	Chicago	60608	Illinois	20 Passenger Traction Elevator	OTCB	4	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
128	Administration Building	2650 S. California	Chicago	60608	Illinois	21 Passenger Traction Elevator	OTCB	4	1978	1996	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
129	Administration Building	2650 S. California	Chicago	60608	Illinois	22 Passenger Traction Elevator	OTCB	7	1978	2001	3,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
130	Administration Building	2650 S. California	Chicago	60608	Illinois	23 Service Traction Elevator	OTCB	17	1978	1996	4,000	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
131	Administration Building	2650 S. California	Chicago	60608	Illinois	24 Passenger Hydraulic Elevator	RTCB	2	1978	2006	2,500	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
132	Administration Building	2650 S. California	Chicago	60608	Illinois	W Down Escalator	RTCB	2	1978	2001		Schindler	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
133	Administration Building	2650 S. California	Chicago	60608	Illinois	E Up Escalator	RTCB	2	1978	2001		Schindler	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
134	Parking Garage Building	2650 S. California	Chicago	60608	Illinois	53 Passenger Hydraulic Elevator	RTCB	5	1978	2002	2,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
135	Parking Garage Building	2650 S. California	Chicago	60608	Illinois	54 Passenger Hydraulic Elevator	RTCB	5	1978	2002	2,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
136	Parking Garage Building	2650 S. California	Chicago	60608	Illinois	56 Passenger Hydraulic Elevator	RTCB	5	1978	2002	2,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
137	South Campus Building 1	2650 S. California	Chicago	60608	Illinois	1 Passenger Hydraulic Elevator	OTCB	4	1915	2011	4,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
138	South Campus Building 2	2650 S. California	Chicago	60608	Illinois	1 Passenger Traction Elevator	OTCB	6	1915	2002	2,500	Motion Control	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
139	South Campus Building 3	2650 S. California	Chicago	60608	Illinois	1 Passenger Hydraulic Elevator	OTCB	5	1915	2006	3,000	Motion Control	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
140	South Campus Building 3	2650 S. California	Chicago	60608	Illinois	2 Service Traction Elevator	OTCB	5	1915	2006	3,500	Swift	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
141	South Campus Building 4	2650 S. California	Chicago	60608	Illinois	1 Passenger Hydraulic Elevator	OTCB	6	1915	2011	4,500	Swift	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
142	South Campus Building 5	2650 S. California	Chicago	60608	Illinois	1 Passenger Hydraulic Elevator	OTCB	5	1915	2002	2,000	Schindler	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
143	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	1 Passenger Traction Elevator	OTCB	9	1993	2018	2,500	Otis	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
144	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	2 Passenger Traction Elevator	OTCB	9	1993	2018	2,500	Otis	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
145	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	3 Passenger Traction Elevator	OTCB	9	1993	2018	2,500	Otis	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
146	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	4 Passenger Traction Elevator	OTCB	9	1993	2018	2,500	Otis	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
147	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	5 Passenger Traction Elevator	OTCB	10	1993	2020	4,500	Otis	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
148	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	6 Service Hydraulic Elevator	OTCB	3	1993		3,000	Otis	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
149	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	U-C Escalator	RTCB	2	1993	2020		Otis	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
150	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	D-G Escalator	RTCB	2	1993	2020		Otis	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
151	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	U-G Escalator	RTCB	2	1993	2020		Otis	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
152	Juvenile Administration Building	2245 W. Ogden Ave	Chicago	60612	Illinois	D-2 Escalator	RTCB	2	1993	2020		Otis	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
153	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	1 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
154	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	2 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
155	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	3 Service Hydraulic Elevator	OTCB	3	1974	1994	10,000	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
156	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	4 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,800	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
157	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	5 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00

Cook County Government - Department of Facilities Management

IFB NO. 2621-01239 Elevator Maintenance Program Bid Proposal Breakdown

Vendor Name: ***Modesto Management LLC***

Instructions: Please fill out the Unit Price for each of the line items listed. The Extended Price is a calculation of the Quantity and the Unit Price. In the event that there is a mathematical error between the "Unit Price" and "Extended Price", the Unit Price will prevail. The spreadsheet must be completed and submitted in Microsoft Excel with Vendor's bid. All shipping and delivery charges for inside delivery must be included in the Unit Price.

	Facility Name	Address	City	Zip Code	ST	Equipment Type	Callback Coverage Requirement	No of Stops	Year Installed	Year Modified	Capacity	Manufacturer	Cost of Category 1 test	Five Year Safety Test Cost (as specified)	Term length per year (in months)	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 1	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 2	Monthly Elevator/Escalator Maintenance Unit Price Cost (including RTCB and OTCB as specified) for Year 3	3 Year Total Maintenace Cost Per Location
158	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	6 Service Hydraulic Elevator	OTCB	3	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
159	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	7 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
160	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	8 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
161	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	9 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
162	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	10 Passenger Hydraulic Elevator	OTCB	5	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
163	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	11 Service Hydraulic Elevator	OTCB	3	1974	1994	3,200	VMI	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
164	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	C Dumbwaiter	RTCB	2	1974		300		$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
165	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	N Up Escalator	RTCB	2	1974	2020		Westinghouse	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
166	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	S Down Escalator	RTCB	2	1974	2020		Westinghouse	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
167	Juvenile Parking Garage	2245 W. Ogden Ave	Chicago	60612	Illinois	1 Passenger Hydraulic Elevator	RTCB	6	1993	2020	3,500	Dover	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
168	Juvenile Parking Garage	2245 W. Ogden Ave	Chicago	60612	Illinois	2 Passenger Hydraulic Elevator	RTCB	6	1993	2020	3,500	Dover	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
169	Juvenile Parking Garage	2245 W. Ogden Ave	Chicago	60612	Illinois	3 Passenger Hydraulic Elevator	RTCB	6	1993	2020	3,500	Dover	$500.00		12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
170	Juvenile Temporary Detention Center	2245 W. Ogden Ave	Chicago	60612	Illinois	Intake stairlift	RTCB	2	2000		750	Garaventa	$500.00	$944.00	12	$1,250.00	$1,250.00	$1,250.00	$45,000.00
													SubTotal for Cost of Category 1 Test	**Sub-Total for Five Year Safety Test**					
													$81,000.00	$60,416.00				**3 Year Total Maintenace Cost**	**$7,605,000.00**

NOTE

Vendors must enter their RTCB and OTCB totals from this spreadsheet on the applicable Line Items, per location, on the Price Proposal pages.

Vendors must enter their totals for the Five Year Safety Test from this spreadsheet on the applicable Line Items, per location, on the Price Proposal pages.

You may want to remove the 2 above items as it referenced the Proposal Page (P-1) unless you are going to add Page P-1 to your document

Total for Category 1 Test, Five Year Safety Test and 3 Year Maintenance Cost)	**$7,746,416.00**
Total for Wages and Parts & Materials:	**$1,751,400.00**
Grant Total:	**$9,497,816.00**

NOTE: ADD THE WAGE EXCEL SPREADSHEET BELOW

Description	Unit of Measure	Quantity	Unit Price	Total
Wages, Regular Time Mechanic	Hour	600	$198.66	$119,196.00
Wages, Regular Time Team	Hour	600	$397.32	$238,392.00
Wages, Overtime Mechanic	Hour	600	$274.34	$164,604.00
Wages, Overtime Team	Hour	600	$548.68	$329,208.00
All Parts & Materials used for vandalism or misuse repairs at the Contractror's cost	Dollars	900,000	$1.00	$900,000.00
			Total:	**$1,751,400.00**

EXHIBIT XIII

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 sub-paragraphs (1) through (6) above.

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

THE 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: ☑ No: ☐

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

525 S Scoville Ave., Ste 1

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

Yes: ☑ 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): _____

_____

_____

(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:

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.

CONTRACT #: 2621-01239

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 Modesto Management LLC

D/B/A: _____ FEIN # Only: 84-3644991

Street Address: 525 S Scoville Ave., St 1

City: Oak Park State: IL Zip Code: 60304

Phone No.: 630.926.4489 Fax Number: _____ Email: eric@modestomanagement.com

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

Corporate File Number (if applicable): _____

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
Eric Dobyne	525 S Scoville Ave., Oak Park, IL 60304	100%

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

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

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
Eric Dobyne	525 S Scoville Ave., Oak Park, IL 60304	President	

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

Eric Dobyne
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Signature

4/13/2026
Date

eric@modestomanagement.com
E-mail address

630.926.4489
Phone Number

Subscribed to and sworn before me
this 13th day of April, 2026.

My commission expires:

ANGELA C BURZA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 06, 2026

X
Notary Public Signature

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	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

CONTRACT #: 2621-01239

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: Modesto Management LLC

Address of Person Doing Business with the County: 525 S Scoville Ave, Ste 1, Oak Park IL 60304

Phone number of Person Doing Business with the County: 630.926.4489

Email address of Person Doing Business with the County: eric@modestomanagement.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:

Eric Dobyne / President, eric@modestomanagement.com, 630.926.4489

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:

2621-01239

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 9,497,816.00

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:

YaZeed Knaan - OCPO - Lead Contract Negotiator - yazeed.knaan@cookcountyil.gov

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:

Danuta Rusin - Facilities Management - Business Operation Manager - danuta.rusin2@cookcountyil.gov

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

☐ 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.

XXXX 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.

CONTRACT #: 2621-01239

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ 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*
NONE			

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

☐ 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*

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*

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*

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

4/13/2026
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: 2621-01239

County Using Agency (requesting Procurement): DFM

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Modesto Management LLC

Substantial Owner Complete Name: Eric Dobyne

FEIN# 84-3644991

Date of Birth [redacted] E-mail address: eric@modestomanagement.com

Street Address: 525 S Scoville Ave.

City: Oak Park State: IL Zip: 60304

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:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
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

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:

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

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

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

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: 4/13/2026

Name of Person signing (Print): Eric Dobyne Title: President

Subscribed and sworn to before me this 13th day of April 20 26

X _____ _____

Notary Public Signature Notary Seal

ANGELA C BURZA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 06, 2026

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

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

Modesto Management LLC

LLC Name

/ Eric Dobyne

*Member/Manager Printed Name and Signature

4/13/2026

Date

630.926.4489

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

13th day of April, 20 26.

Notary Public Signature

My commission expires:

ANGELA C BURZA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 06, 2026

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: 2026.07.30 13:48:15 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

Assistant State's Attorney
(Required on contracts over $1,000,000

7/6/2026

Date

CONTRACT TERM & AMOUNT

2621-01239

Contract #

August 1, 2026 through July 31, 2029 with one, two-year renewal option

Original Contract Term

Renewal Options (If Applicable)

$9,497,816.00

Contract Amount

July 16, 2026

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF

COOK COUNTY COMMISSIONERS

JULY 16 2026

COM _____