

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	10/02/2012
Recommend Approval	<input type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	1111

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with _____ for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: _____ copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<proj description/name>> (Attach List).

Pre-Assigned Specification No.: _____

Pre-Assigned Contract No.: _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 22183

Company or Agency Name: Mineola Specialty Services

Specification #: 85302

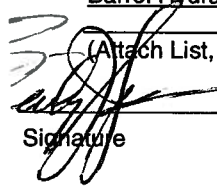
Contract or Program Description: Parts and Services for the Wet Barrel Hydrant Handler Machine

Modification #: Rq # 75295

(Attach List, if multiple)

Rafael Carmona

312-747-7035



Water Management

7/24/2012

Originator Name

Telephone

Signature

Department

Date

(mm/dd/yr)

PROCUREMENT HISTORY – In 1990, the Bureau of Operations and Distributions worked in conjunction with the Engineers of the Bureau of Engineering to purchase and implement a hydraulic disassembly wrench, had known as wet/dry Barrel Hydrant Handler Machines for the removal of frozen seats in a Chicago Fire hydrant. This wrench replace manually operated wrench which in many cases could not remove the damaged hydrant seats. It also improved work safety by eliminating the use of the hydrant truck to put additional force on the manual wrench to remove difficult seats. The bureau of Operations & Distribution purchased six (6) hydraulic wrenches and they were received in January 1991 and are continually in use. Four (4) new units were ordered in 1993. Three (3) old units were sent back to the manufacturer for rehab at no expenses to the Bureau of Operations & Distribution. The three (3) old units were rehabbed and returned to Bureau of operations & Distribution in "1995". Five (5) new units were purchased in May 2002.

The Sole Source Board approved this contract PO 22183 Mineola Specialty Services on 11/22/2010. The Sole Source Contract was awarded for (Parts and Services for the Wet Barrel Hydrant Handler Machine). This contract is used to maintain and repair Wet/Dry Barrel Hydrant Machines for the City of Chicago Water distribution system. The contract has exceeded its vendor limit because of ongoing maintenance of these machines coupled with DWM's increase initiative in infrastructure production to repair and install new fire hydrants.

ESTIMATED COST – \$250,000.00

The vendor limit increase is being requested to cover an outstanding release in the amount of \$5,480.00 and to cover future expenditures estimated to be \$13,584.44/month x 18 months.

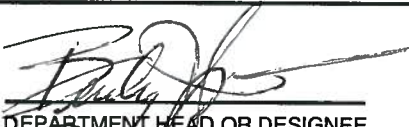

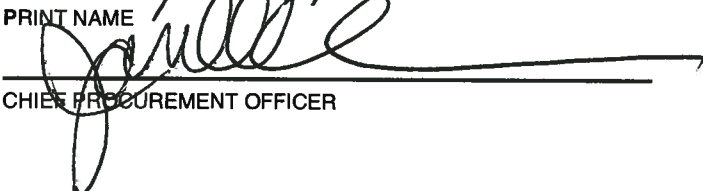

The Funding source is 012-0200-0882025-0360-W321-220360

SCHEDULE REQUIREMENTS

Mineola-Specialty Services is the Sole Source for the Hydrant Handler Machines

request

<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY Mineola Specialty Services is the owner and Sole Source Provider of the Wet Barrel Hydrant Repair Machine, Patent No. 4,748,997. No other company or person is authorized to manufacture, market, or Service the Wet Barrel Hydrant Repair Machine.
<input type="checkbox"/> OTHER <div style="background-color: gray; width: 50px; height: 15px; margin-top: 5px;"></div>

APPROVED BY:  DEPARTMENT HEAD OR DESIGNEE  PRINT NAME  CHIEF PROCUREMENT OFFICER	<u>7/24/2012</u> DATE	 BOARD CHAIRPERSON <u>RICH BUTLER</u> PRINT NAME <u>OCT 09 2012</u> DATE OF APPROVAL	<u>10032012</u> DATE
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INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received
Date Returned
Date Accepted
CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: <u>7/23/12</u>	Need by (estimated date):	
Requisition No.: 70469	Contact Person:	Project Manager:
Specification No.: (If known) 85302	Margarita Alvarez	Felicia Rawlings
PO No.: (If known) 22183	Telephone: -7471683	Telephone: -7450581
Modification No.: (If known)	Fax: -7429087	Fax: -7477078
Previous PO No.: (If known)	Email: malvarez@cityofchicago.org	Email: felicia.rawlings@ex.cityofchicago.org

Project Description: MOD. PO 22183 MINEOLA SPECIALTY SERVICES FOR VENDOR LIMIT INCREASE (PARTS AND SERVICES FOR THE WET BARREL HYDRANT HANDLER MACHINE) SPEC No. 85302

Funding:

City:	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
001	012	0200	088	2025	0360	W321	220360		

Term Estimated Value \$ 250,000.00

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: (DATE)

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request	Modification/Amendment
<input type="checkbox"/> Blanket/Term/DUR/Agreement	<input type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input checked="" type="checkbox"/> Vendor Limit Increase
<input type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input checked="" type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term:

** Requested Term (Number of Months): N/A

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

- Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No
- Is this a Revenue Producing contract? Yes No

If Modification or Amendment request, please verify and provide the following:

Contractor's Name: **MINEOLA SPECIALTY SERVICES**
 Contractor's Address: **1113 CR 9270 MINEOLA TX. 75773**
 Contractor's e-mail Address: **MINEOLASPSV@GOL.COM**
 Contractor's Phone Number: **903-539-5906**
 Contractor's Contact Person: **WAYMON RAGSDALE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2012

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 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 Bosworth & Associates, Inc. 1818 WSW Loop 323 Tyler TX 75701		CONTACT NAME: Sally Alexander, ACSR PHONE (A/C, No, Ext): (903) 561-2621 FAX (A/C, No): (903) 581-5369 E-MAIL ADDRESS: sally@bosworth-associates.com PRODUCER CUSTOMER ID #: 00001464	
INSURED Waymon Ragsdale, DBA: Keepit Mini-Storage; 1113 Cr 2220 Mineola TX 75773		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20230

COVERAGES CERTIFICATE NUMBER: CL1210201464 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CLP 7913646	9/15/2012	9/15/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Chicago is named as an Additional Insured as their interest may appear as respect to general liability.

CERTIFICATE HOLDER malvarez@cityofchicago.org City of Chicago Dept of Procurement Services 121 N LaSalle St., #403 Chicago, IL 60602	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 M Bosworth/SALLY <i>Mihel J Bosworth</i>
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DATE (MM/DD/YYYY)
10/2/2012

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INSURED Waymon Ragsdale, DBA: Keepit Mini-Storage; 1113 Cr 2220 Mineola TX 75773		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance NAIC # 20230 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1210201464 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CLP 7913646	9/15/2012	9/15/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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DEPARTMENT OF WATER MANAGEMENT
CITY OF CHICAGO

MEMORANDUM

Jessette 7/26/12

TO: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

ATTN: Terrence Glavin
[Signature]

FROM: Thomas H. Powers, P.E. Commissioner
Department of Water Management

SUBJECT: Request for Vendor Limit Increase
Specification No. 85302
Contract No. 22183-Mineola Specialty Services (Sole Source)

DATE: July 23, 2012

The Department of Water Management would like to request permission from the Sole Source Board to add additional monies in the amount of \$250,000 to provide continued services for the above referenced sole source contract. This contract is used to maintain/repair the wet dry barrel hydrant handler machines, which are used for removing and replacing the main water valves of high pressured fire hydrants for the City of Chicago water distribution system. The Sole Source Board approved this contract on 11/22/2010. However, the contract has exceeded its vendor limit because of ongoing maintenance of these machines coupled with DWM's increased initiative in infrastructure production to repair and install new fire hydrants. The vendor limit increase is being requested to cover an outstanding release in the amount of \$5,480 and to cover future expenditures estimated to be \$13,584.44/month x 18 months. Therefore, we are asking for a vendor limit increase in the total amount \$250,000. We respectfully ask that you approve our request.

Thank you in advance for your cooperation in expediting the requested vendor limit increase for this contract. Please feel free to contact Felicia Rawlings, Supervisor of Contracts at 312-745-0581 if you require any additional information.

cc: Barrett Murphy
Julie Hernandez-Tomlin
Beverly Ingram
Rafael Carmona
Richard Butler
Robert Kelly

Original

12. DETAILED SPECIFICATIONS

12.1. SCOPE

The Contractor must furnish, deliver and/or provide Parts and Services for the Wet Barrel Hydrant Handler Machine or any other point within the City, which include but not limited to all necessary parts, accessories, assemblies, and/or components either in conjunction with services or separately as required by this specification. City F.O.B., City of Chicago, Department of Water Management, in accordance with all the terms and conditions of this specification for Parts and Services for the Wet Barrel Hydrant Handler Machine.

12.2. CONTRACTOR'S QUALIFICATIONS

The Contractor's must be an authorized dealer/manufacture and maintain conformity with the following requirements for the duration of the contract period.

1. Contractor must be an established Parts and Services for the Wet Barrel Hydrant
2. Handler Machine manufacturer or authorized dealer/distributor. The Contractor's pricing will incorporate costs to provide Parts and Services for the Wet Barrel Hydrant Handler Machine required by the specification.
3. Provide a full repair and service facility for Parts and Services for the Wet Barrel Hydrant Handler Machine and Related Accessories.
4. Stock adequate inventories of parts for Parts and Services for the Wet Barrel Hydrant Handler Machine and Related Accessories; and
5. Employ sufficient personnel thoroughly trained and experienced in Parts and Services for the Wet Barrel Hydrant Handler Machine Repair Services as required by this specification. Qualifications of all personnel will be submitted upon request.

12.3. AUTHORIZED REPAIR, SUPPLY AND SERVICE CENTER

The Contractor must be the manufacturer or an authorized repair service center and be capable of providing genuine parts, assemblies and/or accessories. The Contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, re-call notices, etc. For the duration of this contract and any extensions, the Contractor must:

1. Provide certified technicians capable of servicing City owned equipment specifically listed within these Proposal Pages. An adequate staff of competent personnel that are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the services.
2. Ensure all repairs performed under this contract be performed by qualified technicians thoroughly trained and certified by an appropriate nationally recognized institution or organization. Repair services will be performed in a workmanlike manner; using industry accepted practices and established manufacturer procedures. All unsatisfactory repairs will be made or returned for corrections at no expense to the City.
3. Operate a fully equipped repair shop(s) or service facility and employ certified and trained personnel who are authorized to perform maintenance and/or repairs on the Equipment. Upon request, the shop facility will be open to inspection by City representatives.
4. The shop or service facility must be of a sufficient size and equipped with the necessary equipment and supply of parts, either in stock or readily available, to properly and expeditiously perform all repair and service operations that may be required. All City-owned Equipment awaiting repairs must be securely stored within a designated enclosed area.

12.4. INVENTORY/LEAD TIME

The Contractor will maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any parts listed in the Proposal, In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Repeated failures on the part of the Contractor or subcontractor's/employees to meet the above stated delivery requirements may be used by the City as grounds for the termination of this contract, and may further affect the Contractor's eligibility for future contract awards.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

12.5. PRIORITY SERVICE

The Contractor and its subcontractors understand that the equipment covered under this specification is critical to the City's Water operations. Therefore, the Contractor will give priority service to the City and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed upon schedule and to ensure that equipment downtime is kept to a minimum.

The City requires the Contractor to respond to calls for service within Seventy-two (72) hours.

12.6. SERVICE REQUIREMENTS

The Department of Water Management will determine if service is needed at the Contractor's facility or at the City's facility. The cost of transporting the equipment to and from the Contractor's facility will be the Contractor's responsibility.

The Department of Water Management will contact the Contractor by phone or by Purchase Order Release, for any replacement parts and/or repair services required. The Department of Water Management will furnish the contractor with the location and description of the type of replacement parts and/or repair services required. The name and phone number of a contact person will be provided at the time of notification.

Required Hours of Service

Work performed under this contract will be performed during regular service hours which will be from 8:00 a.m. to 2:00 p.m., Monday through Friday, excluding Saturday, Sunday and any Holidays.

Repair Service

The Contractor will respond to requests for repair service upon request of written or verbal notification by the Department of Water Management.

Repair service will be billed as follows:

The cost of Repair Service is to be billed at the list price quoted by the Contractor and Included on the price proposal pages.

All costs associated with labor for Repair Service are on the list price quoted by the Contractor and is included on price proposal pages.

Contractor will not perform any work outside the normal regular working hours without prior authorization from the Department of Water Management.

12.7. EMERGENCY SERVICE

The Contractor will be notified by phone, by an authorized representative of the Department of Water Management when Emergency Repair Service is required. The Contractor will respond to an Emergency Repair Service call within four (4) hours upon receipt of the call.

All costs associated emergency services for Labor and Repair Service are on the list price quoted by the Contractor and is included on price proposal pages.

12.8. REPAIR PROPOSALS

The Contractor will inspect the equipment and prepare a written proposal, for all repairs, which includes, but is not limited to the following information:

1. Contract number
2. Name of City department
3. Name and phone number of City contact person
4. Description of equipment (make, Model, Serial number, unit number)
5. Date equipment was received by Contractor
6. Repair work required
7. Listing of parts necessary to repair equipment
8. Due date for completion of work

The Contractor, upon receipt of approval, in the form of a purchase order release from an authorized representative of the Department of Water Management, will proceed with repairs.

12.9. IRREPARABLE EQUIPMENT

In the event the equipment is irreparable, the Contractor will provide a written explanation of the problems and the Department of Water Management will take necessary action with regard to the disposition of the equipment.

12.10. TURN AROUND TIME

The Contractor will expedite repairs, to the equipment as required by the Department of Water Management in order to meet any reasonable time frames set forth by the Department of Water Management.

If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor will notify the Department of Water Management immediately of the delay. In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor must prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

12.11. GENUINE PARTS

Parts, accessories, assemblies and/or components furnished under this contract will be genuine parts as manufactured or supplied by the Original Equipment Manufacturer (OEM) unless stated otherwise in this specification; accessories, assemblies or components furnished must be compatible and interchangeable with existing City owned equipment.

The Contractor is required to provide and transfer all documentation issued by the manufacturer for the proposed parts.

12.12. GUARANTEE

The Contractor must furnish a guarantee for the Parts and Services for the Wet Barrel Hydrant Handler Machine provided under this contract in accordance with the standard guarantee regularly supplied.

At a minimum, the Contractor hereby guarantees for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day the unit is placed in service by the City. If a longer guarantee can be furnished, at no additional cost to the City, the longer period will prevail.

12.13. PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

12.14. CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

12.15. PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus 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 of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

12.16. QUALITY OF WORKMANSHIP AND MATERIALS

Standards of Performance

The Contractor will perform or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill care and diligence normally exercised by experienced Contractors performing work in projects of a scope and magnitude comparable to this project. The Contractor will use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor will at all times, act in the best interest of the City. The contractor will perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the City.

Correction of Work

The Contractor when directed in writing by the Commissioner, will promptly remove, re-perform or correct all Work identified to be defective or as failing to conform to the standards set forth above or in the Contract Documents, whether observed before or after completion of the Contractor's Work and whether or not installed or completed. The Contractor will bear all costs of correcting such defective or nonconforming Work, including costs associated with removing any nonconforming Work and installing corrected Work and compensation for any additional services made necessary thereby.

12.17. WORK PERFORMED AT CITY FACILITY

Employees

The Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of work required under this contract.

Character of Workers

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the work and will not employ such employee again for the work under this Contract, except with the written consent of the Commissioner. The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any work to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

Uniforms

The Contractor's employees or subcontractors are required to wear suitable uniforms, during the time they are on duty on any City property.

The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any City property.

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

Use of City Facilities

The Contractor must inform the Commissioner of the Department of Water Management or authorized representative of the use of City facilities, such as telephones.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

12.18. WORK IN PROGRESS

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Department of Water Management.

12.19. CONFIDENTIALITY

All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents

and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner of the Department of Water Management.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Mineola Specialty Services

1113 CR 2220 Mineola, TX 75773

mineolaspsv@aol.com (903)569-0400

Fax (903)569-0410

September 10, 2012

City of Chicago
Department of Water Management
333 South State St.
DePaul Center Suite #410
Chicago, IL 60604

Mineola Specialty Services is the owner and Sole Source Provider of the Wet Barrel Hydrant Repair Machine, Patene No. 4,748,997.

No other company or person is authorized to manufacture, market, or Service the Wet Barrel Hydrant Repair Machine.



**Waymon Ragsdale
President, owner**

Mineola Specialty Services

1113 CR 2220 Mineola, TX 75773

(903)569-0400

Fax (903)569-0410

June 18, 2012

Margarita Alvarez,

Mineola Specialty Services manufactures and services the Hydrant Handler Machines in house. No outside manufacturers or service organizations are used in manufacturing.

It is our goal to purchase as many products as possible from City of Chicago's approved suppliers. We have chosen American Steel Works as our WBE supplier of steel products used in the Hydrant Handler Machines.

Mineola Specialty Services has been providing equipment to City of Chicago since 1988 as a Sole Source Provider. Our goal is to provide quality equipment as well as support services to the City of Chicago.

Sincerely,



**Waymon Ragsdale
Owner**

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under [Municipal Code Section 2-92-415](#), substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. Pursuant to [Municipal Code Chapter 1-23](#), Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if

the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years

before the date this EDS is signed, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an [Affiliated Entity](#) of a [Contractor](#) during the five years before the date of such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of [Municipal Code Section 2-92-610 \(Living Wage Ordinance\)](#).

I certify the above to be true

4. Neither the Disclosing Party, [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the [Specially Designated Nationals List](#), the [Denied Persons List](#), the [Unverified List](#), the [Entity List](#) and the [Debarred List](#).

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of [Chapters 2-55 \(Legislative Inspector General\)](#), [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in [Section 2-32-455\(b\) of the Municipal Code](#), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in [Chapter 2-156 of the Municipal Code](#) have the same meanings when used in this Part D.

1. In accordance with [Section 2-156-110 of the Municipal Code](#): Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies

during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, [Chapters 2-156](#) and [2-164](#) of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void),

at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of [Chapter 1-23 of the Municipal Code](#) (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by [Chapter 1-23](#) and [Section 2-154-020 of the Municipal Code](#).

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its [Affiliated Entities](#) delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its [Affiliated Entities](#) will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal [Excluded Parties List System \("EPLS"\)](#) maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under [Municipal Code Section 2-154-015](#), the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party.

"Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 07/10/2012

Waymon Darrell Ragsdale
Owner
Mineola Specialty Services

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Section I: General Contract Information	
Department Name	Department of Water Management
Department Contact Name	Felicia Rawlings
Department Contact Number	312-745-0581
Department Contact Email	Felicia.Rawlings@cityofchicago.org
Contract Number	PO 22183
Contract Subject Name	MINEOLA SPECIALTY SERVICES
Contract Initiation Date	22-NOV-2010
Original Contract Amount	\$250,000.00
Original Contract Expiration Date	22-NOV-2013
Budgeted amount for current year	\$4,659,741.00
Year to date expenditure	\$674,954.40
Are funds <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant	
What is the funding strip?	012-0200-0882025-0360-W321-220360 (DWM-BUREAU OF DISTRIBUTION)
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	CONTRACT LIMIT \$250,000.00 + 250,000.00 (DWM) = TOTAL INCREASE OF \$500,000.00
New total contract amount	\$500,000.00
New contract expiration date	
Goods/services provided by this	PARTS AND SERVICES FOR THE WET BARREL HYDRANT HANDLER

contract	MACHINE
Justification of need to modify this contract	Vendor limit increase for DWM usage
Impact of denial	
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	\$
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Reason – Parts needed for DWM operations
OBM Analyst Initials	E.J.
OBM Analyst Name/number	Erema Jackson

Mineola Specialty Services-EDS # 34262



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 34262

Date of This Filing:07/10/2012 05:04 PM

Certificate Printed on: 07/26/2012

Original Filing Date:07/10/2012 05:04 PM

Disclosing Party: Mineola Specialty Services Title:Owner

Filed by: Waymon Darrell Ragsdale

Matter: Wet Barrell Hydrant Handler Machine

Applicant: Mineola Specialty Services

Specification #: 85302

Contract #: 22183

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 34262

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Mineola Specialty Services

Enter d/b/a if applicable:

Mineola Specialty Services

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1113 C R 2220
Mineola, TX 75773
United States

C. Telephone:

903-569-0400

Fax:

903-569-0410

Email:

Mineolaspsv@aol.com

D. Name of contact person:

Waymon Darrell Ragsdale

E. Federal Employer Identification No. (if you have one):

461-74-9832

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Wet Barrell Hydrant Handler Machine

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

85302

Contract (PO) Number

22183

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Person or sole proprietor

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in [Chapter 2-156 of the Municipal Code](#), with any City elected official in the 12 months before the date this EDS is signed?

No

Mineola Specialty Services

1113 CR 2220 Mineola, TX 75773

mineolaspsv@aol.com

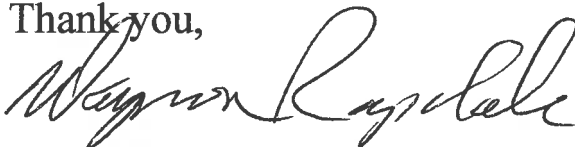
(903)569-0400

Fax (903)569-0410

June 8, 2012

Prices on New and Rebuilt Hydrant Handler Parts will remain the same until the end of Contract # 22183.

Thank you,



Waymon Ragsdale

Mineola Specialty Services

1113 CR 2220 Mineola, TX 75773

mineolaspsv@aol.com

(903)569-0400

Fax (903)569-0410

September 10, 2012

New Parts List

Parts Breakdown – Hydrant Handler

NEW PARTS

Part #	Description	List
N-HH-1	Main Slide Valve Assembly Body	9,950.00
N-HH-2	Main Valve Isolation Chamber Body	5,227.31
N-HH-3	Bleed Valve	128.29
N-HH-4	Slide Valve Seal Plate	1,659.21
N-HH-5	Adapter Bolt	2.89
N-HH-6	Adapter Flange	865.38
N-HH-7	Adapter Gasket	2.01
N-HH-8	Stem Nut	97.10
N-HH-9	Valve Stem	512.90
N-HH-10	End Plate Bolt	2.89
N-HH-11	Bonnet Nut	0.98
N-HH-12	Bonnet O-ring	14.21
N-HH-13	Operating Nut	21.31
N-HH-14	Bonnet	97.10
N-HH-15	Picking Rod Adapter	328.94
N-HH-16	Adapter Pin	6.91
N-HH-17	Valve Wrench	855.26
N-HH-18	Lift Bar Bolt	2.89
N-HH-19	Winch	568.43
N-HH-20	Winch Cable	66.11
N-HH-21	Pulley Bolt	3.35
N-HH-22	Cable Pulley	8.09
N-HH-23	Picking Rod	98.69
N-HH-24	Picking Rod Lock Bolt	105.26
N-HH-25	Picking Rod Nut & Seal	250.00
N-HH-26	Valve Wrench Stem	1,774.21
N-HH-27	Stem Packing	5.93
N-HH-28	Packing Gland	375.00
N-HH-29	Bar Bolt	1.98
N-HH-30	Hold Down Bar	78.95
N-HH-31	Teflon Bearing	4.58
N-HH-32	Gland Bolt	2.01
N-HH-33	Stem Adapter O'ring	1.61
N-HH-34	Valve Stem Nut	2.36
N-HH-35	Adapter Plate Gasket	2.01
N-HH-36	Chamber O'ring	9.44
N-HH-37	Picking Rod Toe Handle	177.64
N-HH-38	Swivel Plate O'ring	2.01

Mineola Specialty Services

1113 CR 2220 Mineola, TX 75773 mineolaspsv@aol.com (903)569-0400 Fax (903)569-0410
September 10, 2012

New Parts List Parts Breakdown – Hydrant Handler

NEW PARTS

Part #	Description	List
N-HH-39	Lift Bar	414.48
N-HH-40	Safety Lock Assembly	315.79
N-HH-41	Ratchet Wrench Assembly	5,219.13
N-HH-42	Cable Puller	255.04
N-HH-43	Lifting Lugs	157.90
N-HH-44	Stem Swivel Assembly	1,756.58
N-HH-45	Swivel Eye Bolt	59.21
N-HH-46	Chamber Bolt	
N-HH-48	Ratchet Lock Bolt	2.89
N-HH-49	Cap Screw	4.54
N-HH-50	Picking Shaft	177.64
N-HH-51	Shaft Magnet	276.31
N-HH-52	Picking Rod Plate	934.21
N-HHJ-53	Picking Rod O'ring	1.26
N-HH-55	Hydrant Shaft Adapter	335.53
N-HH-56	Set Screw	4.54
N-HH-57	Bolt & Nut Assembly	4.54
N-HHJ-HH-58	Hydraulic Cylinder	442.10
N-HHJ-HH-59	Hydraulic Hose w/fittings	740.53
N-HHJ-63	Extension Handle	552.64
N-HH-66	O'ring	32.90
N-HH-67	Stem Bearing Plate	1943.25

Mineola Specialty Services

1113 CR 2220 Mineola, TX 75773

mineolaspsv@aol.com

(903)569-0400 Fax (903)569-0410

September 10, 2012

Remanufactured Parts List Parts Breakdown – Hydrant Handler

REMANUFACTURED PARTS

Part #	Description	List
R-HH-1	Main Slide Valve Assembly Body	6,965.00
R-HH-2	Main Valve Isolation Chamber Body	3,659.12
R-HH-3	Bleed Valve	89.80
R-HH-4	Slide Valve Seal Plate	1,161.45
R-HH-5	Adapter Bolt	2.02
R-HH-6	Adapter Flange	605.77
R-HH-7	Adapter Gasket	1.41
R-HH-8	Stem Nut	67.97
R-HH-9	Valve Stem	359.03
R-HH-10	End Plate Bolt	2.02
R-HH-11	Bonnet Nut	0.69
R-HH-12	Bonnet O-ring	9.95
R-HH-13	Operating Nut	14.92
R-HH-14	Bonnet	67.97
R-HH-15	Picking Rod Adapter	230.26
R-HH-16	Adapter Pin	4.84
R-HH-17	Valve Wrench	598.68
R-HH-18	Lift Bar Bolt	2.02
R-HH-19	Winch	397.90
R-HH-20	Winch Cable	46.28
R-HH-21	Pulley Bolt	2.35
R-HH-22	Cable Pulley	5.66
R-HH-23	Picking Rod	69.08
R-HH-24	Picking Rod Lock Bolt	73.68
R-HH-25	Picking Rod Nut & Seal	175.00
R-HH-26	Valve Wrench Stem	1,241.95
R-HH-27	Stem Packing	4.15
R-HH-28	Packing Gland	262.50
R-HH-29	Bar Bolt	1.39
R-HH-30	Hold Down Bar	55.27
R-HH-31	Teflon Bearing	3.21
R-HH-32	Gland Bolt	1.41
R-HH-33	Stem Adapter O'ring	1.13
R-HH-34	Valve Stem Nut	1.65
R-HH-35	Adapter Plate Gasket	1.41
R-HH-36	Chamber O'ring	6.61
R-HH-37	Picking Rod Toe Handle	124.35
R-HH-38	Swivel Plate O'ring	1.41

Mineola Specialty Services

1113 CR 2220 Mineola, TX 75773 mineolaspsv@aol.com (903)569-0400 Fax (903)569-0410
September 10, 2012

Remanufactured Parts List Parts Breakdown – Hydrant Handler

REMANUFACTURED PARTS

Part #	Description	List
R-HH-39.....	Lift Bar.....	290.14
R-HH-40.....	Safety Lock Assembly.....	221.05
R-HH-41.....	Ratchet Wrench Assembly.....	3,653.39
R-HH-42.....	Cable Puller.....	178.53
R-HH-43.....	Lifting Lugs.....	110.53
R-HH-44.....	Stem Swivel Assembly.....	1,229.61
R-HH-45.....	Swivel Eye Bolt.....	41.45
R-HH-46.....	Chamber Bolt	
R-HH-48.....	Ratchet Lock Bolt.....	2.02
R-HH-49.....	Cap Screw.....	3.18
R-HH-50.....	Picking Shaft.....	124.35
R-HH-51.....	Shaft Magnet.....	193.42
R-HH-52.....	Picking Rod Plate.....	653.95
R-HHJ-53.....	Picking Rod O'ring.....	0.88
R-HH-55.....	Hydrant Shaft Adapter.....	234.87
R-HH-56.....	Set Screw.....	3.18
R-HH-57.....	Bolt & Nut Assembly.....	3.18
R-HHJ-HH-58..	Hydraulic Cylinder.....	309.47
R-HHJ-HH-59..	Hydraulic Hose w/fitings.....	518.37
R-HHJ-63.....	Extension Handle.....	386.85
R-HH-66.....	O'ring.....	23.03
R-HH-67.....	Stem Bearing Plate.....	1399.14



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 11 2012

Lori Parker-Psencik
American Steelworks, Inc.
1985 Anson Drive
Melrose Park, IL 60160

Annual Certificate Expires: June 30, 2013

Dear Lori Parker-Psencik:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **June 30, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **June 30, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

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

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

STEEL CONSTRUCTION; INSTALLATION OF STEEL; FABRICATION OF STEEL; ORNAMENTAL STEEL; STRUCTURAL STEEL; BALCONY AND METAL DECKING

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

Thank you for your continued participation in the City's Certification and Compliance Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

FH

Vendor Information



Vendor Information

Business Name American Steelworks, Inc.
Owner Lori Parker-Psencik
Address 1985 Anson Drive
 > [Map This Address](#) Melrose Park, IL 60160
Phone 708-538-0295
Fax 708-538-0299
Email lparker@amsteelworks.com
Website amsteelworks.com

Certification Information

Certifying Agency City of Chicago
Certification Type WBE - Women Business Enterprise
Certification Date 5/10/2012
Renewal Date 6/30/2013
Expiration Date 6/30/2014
Certified Business Description Steel Construction; Installation of Steel; Fabrication of Steel; Ornamental Steel; Structural Steel; Balcony and Metal Decking

Commodity Codes

NAICS 238120 Erecting structural steel ([More](#))
 NAICS 238120 Structural steel contractors ([More](#))

Customer Support

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**CITY OF CHICAGO
PRE-APPROVED
MODIFICATION / OVERRIDE REQUISITION**

Copy (Department)

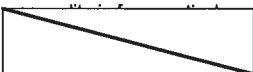
DELIVER TO: C01 333 S. STATE ST. - ROOM 410 CHICAGO, ILLINOIS 60604 Chicago, IL	REQUISITION: 75295 For PO Number: 22183 PAGE: 1 DEPARTMENT: 88 - DEPARTMENT OF WATER MANAGEM PREPARER: Margarita Alvarez NEEDED: PRE-APPROVED 10/3/2012
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REQUISITION DESCRIPTION

MOD. PO 22183 MINEOLA SPECIALTY SERVICES FOR VENDOR LIMIT INCREASE (PARTS AND SERVICES FOR THE WET BARREL HYDRANT HANDLER MACHINES) SPEC No. 85302
 SPECIFICATION NUMBER: 85302

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	92944 VENDOR LIMIT INCREASE	250,000.00	USD	0.00	0.00						
SUGGESTED VENDOR:		REQUESTED BY: Felicia L Rawlings									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	TOTAL COST
1	012	0200	0882025	0360	220360	W321	00000000	000000	00000	0000	0.00
LINE TOTAL:											0.00
REQUISITION TOTAL:											0.00

Where a  unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose. Requisitions prepared incorrectly will be returned to the using department.