

OFFICE OF THE SHERIFF
DEPARTMENT OF COMMUNITY SUPERVISION AND INTERVENTION

CONTRACT

ITEM #63

APPROVED

Transmitting a Communication, dated March 10, 2009 from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

requesting authorization for the Purchasing Agent to enter into a contract with Gateway Foundation, Chicago, Illinois, to provide substance abuse treatment and all of its auxiliary services to the participants of the Sheriff's Department of Community Supervision and Intervention's Pre-Release and the Day Reporting Centers.

Reason: Gateway Foundation is recommended based upon the result of a Request for Proposal (RFP) process. The Sheriff's Office in conjunction with the Purchasing Agent conducted an RFP process with the goal of awarding a contract. There were six (6) respondents to this RFP. Gateway Foundation was chosen based upon their response to the specific criteria requested and scoring of the selection committee. This contract is for one year with four additional one-year renewal options.

Estimated Fiscal Impact: \$3,114,428.00 (FY 2009: \$1,690,000.00; and FY 2010: \$1,424,428.00).
Contract period: May 17, 2009 through May 16, 2010. (236-298 Account). Requisition No. 92360001.

Approval of this item would commit Fiscal Years 2009 and 2010 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

OFFICE OF THE SHERIFF
DEPARTMENT OF FISCAL ADMINISTRATION AND
SUPPORT SERVICES

PERMISSION TO ADVERTISE

ITEM #64

APPROVED

Transmitting a Communication, dated March 4, 2009 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization for the Purchasing Agent to advertise for bids for the purchase of #2 grade diesel and mid-grade unleaded fuel.

Contract period: July 10, 2009 through July 9, 2011. (211-445 Account). Requisition No. 92110029.

Approval of this item would commit Fiscal Years 2009, 2010 and 2011 funds.



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

July 29, 2009

World Fuel Services, Inc.
Texor Division
3340 S. Harlem Avenue
Riverside, IL 60546
Attn: Michael Clementi

Ref: Contract No: 09-53-100

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Takashi Reinbold



BIDDER: World Fuel Services, Inc.
(Texor Division)

CONTRACT FOR SUPPLY

DOCUMENT NO. 09-53-100



**FUEL, DIESEL AND UNLEADED
FOR
VARIOUS COOK COUNTY DEPARTMENTS**

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 02 2009

COM _____

**BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE WEDNESDAY, MAY 20, 2009
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED**

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

BID DEPOSIT: TWENTY-FIVE HUNDRED (\$2,500.00) DOLLARS

REQ# 92110029, 95008313, 98910089, 98980240

*(108)
587
7/2/09*

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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LEGAL NOTICE
ADVERTISEMENT FOR BID
COOK COUNTY PURCHASING
SEALED PROPOSALS ARE
INVITED BY THE BOARD OF
COMMISSIONERS OF COOK
COUNTY FOR THE
FOLLOWING:

CONTRACT NO: 09-53-100
FOR: FUEL, DIESEL AND
UNLEADED
FOR: VARIOUS COOK COUNTY
DEPARTMENTS
BID DEPOSIT: TWENTY-FIVE
HUNDRED (\$2,500.00)
DOLLARS

CONTRACT NO: 09-84-99
FOR: MANUFACTURING AND
PRINTING, 2010 COURT FILE
JACKETS
FOR: CLERK OF THE CIRCUIT
COURT OF COOK COUNTY

PLANS, SPECIFICATIONS,
PROPOSAL AND BID
INSTRUCTIONS MAY BE
OBTAINED FROM THE OFFICE
OF THE PURCHASING AGENT,
ROOM 1018 COUNTY
BUILDING, 118 N. CLARK ST.
CHICAGO, ILLINOIS, 60602 OR
DOWNLOADED FROM
WWW.COOKCOUNTYGOV.COM
/PURCHASING AFTER 10:00
A.M. TUESDAY, APRIL 28,
2009 BUT NO LATER THAN
4:30 P.M., TUESDAY, MAY 12,
2009. COOK COUNTY IS AN
EQUAL OPPORTUNITY
PURCHASER. LOCAL M/WBES
ARE ENCOURAGED TO
SUBMIT BIDS. THE
COUNTY'S UTILIZATION ON
THESE CONTRACTS IS 25%
FOR MBE'S AND 10% FOR
WBE'S. INQUIRIES
REGARDING MINORITY AND
FEMALE PARTICIPATION
SHOULD BE DIRECTED TO
THE OFFICE OF CONTRACT
COMPLIANCE AT (312) 603-
5502.

WHEN ADVERTISED, THE BID
PROPOSAL SHALL BE
ACCOMPANIED BY CASH,
CASHIER'S CHECK,
CERTIFIED CHECK, BANK
DRAFT OR SURETY BOND IN
THE AMOUNT SHOWN IN THE
LEGAL ADVERTISEMENT.

THE COOK COUNTY BOARD
OF COMMISSIONERS
RESERVES THE RIGHT TO
REJECT ANY AND ALL BIDS.
FORMAL BIDS MUST BE
DEPOSITED IN THE BID BOX
AT ROOM 569, COUNTY
BUILDING, UP TO AND NO
LATER THAN 10:00 A.M.
WEDNESDAY, MAY 20, 2009.

ADV: TUESDAY, APRIL 28,
2009 BY ORDER OF THE
BOARD OF COMMISSIONERS
OF COOK COUNTY.

TODD H. STROGER,
PRESIDENT

CARMEN TRICHE-COLVIN
PURCHASING AGENT

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. PURCHASING AGENT** shall mean the Purchasing Agent of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 BID DEPOSIT

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

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

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

IB-05 EXCEPTIONS

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

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Assembly Room 569, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 11.**

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

IB-09 COMPETENCY OF BIDDER

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

**IB-10 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 38.**

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

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

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

**GENERAL CONDITIONS
 BID CONTRACTS
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**GENERAL CONDITIONS
 BID CONTRACTS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

GC-02 INSPECTION AND RESPONSIBILITY

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

GC-03 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract.

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

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

GC-10 DEFAULT

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

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

GC-11 COUNTY'S REMEDIES

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

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than twenty-nine (29) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10.

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, a MBE goal of twenty-five percent (25%) of the contract amount and a WBE goal of ten percent (10%) of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-17, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-17 and the wording of the Ordinance shall apply. If there is a conflict between this GC-17 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED BID OR QUOTATION SUBMITTALS

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

A. MBE/WBE Utilization Plan

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

1. **Letter(s) of Intent**

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-3/4 for a format sample of a Letter of Intent)

2. **Letter(s) of Certification**

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

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

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

3. **Joint Venture Affidavit**

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

B. Reduction/Waiver Petition

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

GC-5

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-17, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-18 MATERIAL DATA SAFETY SHEET

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

GC-19 CONDUCT OF THE CONTRACTOR

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

GC-20 ACCIDENT REPORTS

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

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

GC-21 USE OF PREMISES

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

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

GC-22 GENERAL NOTICE

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

TO THE COUNTY:

Purchasing Agent
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-23 TERMINATION FOR CONVENIENCE

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

GC-24 GUARANTEES AND WARRANTIES

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

GC-25 STANDARD OF CONTRACT GOODS

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

GC-26 DELIVERY

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

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

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

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

GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-28 QUANTITIES

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

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 COOPERATION WITH INSPECTOR GENERAL

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

GC-32 WAIVER

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

GC-33 ENTIRE CONTRACT

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

GC-34 FORCE MAJEURE

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

GC-35 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish and deliver by tank truck, DIESEL AND UNLEADED FUEL for VARIOUS COOK COUNTY DEPARTMENTS, all in accordance with the Specifications, Contract Documents and Proposal Sheets.

SC-02 CONTRACT PERIOD

This is a requirement contract for twenty-four (24) months after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 PRICE ADJUSTMENT - INVOICING

Invoicing shall be based on the average Chicago price posted in RackFAX of the Oil Price Information Service (OPIS) for the day on which the fuel was delivered. The bidder shall add to this given price, his Price Over Cost (POC) as bid in this contract. The POC, as bid, will remain fixed throughout the life of the Contract. Note: OPIS price in this contract is based on March 2, 2009 OPIS posting.

SC-04 AWARD OF CONTRACT

It is the intent of the County to award this bid in whole and not in part. The County reserves the right to award this contract in the best interest of the County.

SC-05 PAYMENT

Payment to the Contractor shall be made after receipt of goods. All invoices must be accompanied by the appropriate OPIS report indicating the price per gallon for the date of delivery and the County of Cook Voucher Form 29A in triplicate. The successful bidder will supply each facility with the appropriate OPIS Report covering the date of delivery. The bidder will also supply two (2) copies of these reports to the Purchasing Agent of Cook County indicating the OPIS price used.

SC-06 GASOLINE & DIESEL FUEL TAXES

All fuel taxes paid under this contract shall adhere to the following:

Illinois Motor Fuel Tax:	\$.19
Illinois Motor Fuel Tax (Diesel):	\$.215
Illinois Environmental Impact Fee:	\$.008
Underground Storage Tank Fee:	\$.003
Cook County Motor Fuel Tax:	\$.06
Leaking Underground Storage Tax	\$.001
Federal Oil Spill Recovery Fee:	\$.00171
Federal Oil Spill Recovery Fee (Diesel):	\$.0019

The successful bidder/supplier must be a producer, wholesaler or importer of diesel fuel.

SPECIAL CONDITIONS**SC-07 TESTING**

Cook County reserves the right to take random samples from product delivered and have an "Independent Test Laboratory" perform tests to determine the conformance to specifications. If materials do not meet specifications the contractor will be required to bear the cost of such tests and replace all materials within five (5) days notice of the laboratories test results. If the Contractor fails to comply with these requirements, the contract may be terminated at the discretion of the Purchasing Agent.

SC-08 GRADES, NAMES & QUALITY

The grade, name, "Mid-Grade Unleaded" is used for a price basis. For the actual grades and quality of the gasoline and diesel fuel to be delivered under this contract, see the Specifications herein.

SC-09 DELIVERY SCHEDULE

The Contractor shall make deliveries to Cook County Facilities by tank wagon or transport load, in response to verbal instruction (telephone) covered by Formal Purchase Order.

SC-10 DELIVERY TIME

Failure to deliver materials within specified/instructed time period, the Purchasing Agent for Cook County reserves the right to purchase equivalent materials on the Open Market and charge back the difference in cost to the Contracted Vendor. County shall reimburse vendor at published freight tariff rate when determined material could not be delivered as a result of error or omission committed by County.

SC-11 AFTER HOURS

No Deliveries at our institutions and/or departments will be accepted after the time specified unless arrangements are made with the receiver at institution(s) and/or department(s) in advance. Late deliveries may be rejected at no cost or penalty to the County.

SC-12 BID DEPOSIT

Instruction to Bidders Section IB-04 – Bid Deposit, is modified as follows: "A Bid Deposit in the amount of twenty-five hundred (\$2,500.00) dollars will be required for each bid proposal and must accompany the Bid Proposal. Bid Bonds are acceptable, if the surety is rated and of a class as reflected in Instructions to Bidders, Section IB-04.

SC-13 QUANTITIES

The quantities shown on the proposal form are estimates only for the purpose of comparing bids and determining an approximate contract amount and may not be the actual quantities required during the life of any contract made pursuant to these specifications. The right is reserved therefore to increase or decrease the quantities at the contract price, at any time during the life of the contract to correspond to the actual needs of the County. The County of Cook will be obligated to order and pay for only such quantities as are needed from time to time, ordered, delivered, and accepted on orders issued by the Office of the Purchasing Agent.

SC-14 POST-AWARD MEETING

Within five (5) days after award is made, the successful Bidder shall meet with the Cook County representatives to discuss details.

SPECIAL CONDITIONS

SC-15 INQUIRIES

For further information regarding delivery, tank capacities and locations contact:

OAK FOREST HOSPITAL OF COOK COUNTY
CLARENCE HUISENGA
(708) 633-2398

COOK COUNTY FOREST PRESERVE DISTRICT
LEN DUFKUS
(708) 771-1551

COOK COUNTY HIGHWAY DEPT.
JAMES MAZZARRO
(708) 387-4036

COOK COUNTY SHERIFF'S DEPT.
KEVIN McGUIRE
(773) 291-2308

PROVIDENT HOSPITAL OF COOK COUNTY
THOMAS WHELAN
(312) 572-1102

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-04 "Exceptions", Page IB-2). Inquiries must be received no later than 5:00 p.m. on Wednesday, May 13, 2009. Inquiries will be answered by the close of business on Friday, May 15, 2009.

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

**Carmen Triche-Colvin
Cook County Purchasing Agent
118 N. Clark Street, Room 1018
Chicago, IL 60602**

SC-16 SHIPPING CHARGES

Freight shall conform to the published tariff rates. Terms of sale shall be F.O.B. Destination.

SPECIAL CONDITIONS

SC-17 BIODIESEL FUEL

The Illinois Vehicle Code is amended by adding Section 12-705.1 as follows:

Sec. 12-705.1. Required use of biodiesel by certain vehicles.

(a) Beginning July 1, 2006, any diesel powered vehicle owned or operated by this State, any county or unit of local government, any school district, any community college or public college or university, or any mass transit agency must, when refueling at a bulk central fueling facility, use a biodiesel blend that contains 2% biodiesel, as those terms are defined in the Illinois Renewable Fuels Development Program Act, where available, unless the engine is designed or retrofitted to operate on a higher percentage of biodiesel or on ultra low sulfur fuel.

SC-18 BILLING

All invoices and 29A voucher forms should be addressed to the following locations:

OAK FOREST HOSPITAL
15900 S. CICERO AVE.
OAK FOREST, IL 60452
ATTN: ACCTS PAYABLE

COOK COUNTY FOREST PRESERVE DISTRICT
536 N. HARLEM AVE.
RIVER FOREST, IL 60305

COOK COUNTY HIGHWAY DEPT.
26TH ST. AND BEACH AVE.
LA GRANGE PARK, IL. 60525
ATTN: ACCTS PAYABLE

COOK COUNTY SHERIFF'S DEPT.
VEHICLE UNIT
2323 SOUTH ROCKWELL AVE.
CHICAGO, IL 60608

PROVIDENT HOSPITAL OF COOK COUNTY
500 E. 51ST STREET
CHICAGO, IL 60615
ATTN: ACCTS PAYABLE

All invoices and 29A voucher forms shall be submitted with the Oil Price Information Service (OPIS) sheet for the day in which the fuel was delivered, with the OPIS price from that day highlighted.

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE

Specifications for Part I, Item 1; Part II, Item 1; Part III, Item 1; and Part IV, Item 1.

Whenever reference is made herein to any other specification standard regulation or method, it shall mean the latest revision thereof in effect at the time of invitation of bid.

1. SCOPE AND CLASSIFICATION

A. SCOPE

This specification covers commercial gasoline for use as fuel in Spark ignition automotive engines within the Chicago area.

B. CLASSIFICATION

1. GRADES

Gasolines shall be of single mid-grade unleaded grade.

2. CLASSES

Each grade is divided into five (5) volatility classes (only three (3) of these, C, D, and E, are used in the Chicago area. (See Table IV as follows)

<u>CLASS</u>	<u>AMBIENT</u>	<u>CONDITION OF THE</u> <u>TEMPERATURE</u>
A	EXTREME	
B		HOT
C		WARM
D		MILD
E		COLD

2. APPLICABLE DOCUMENTS

The following Standards of the American Society for Testing and Materials Standards in effect on The date of the bid opening and all revisions to these standards, shall be a part of this specification during the term of this contract.

AMERICAN SOCIETY FOR TESTING AND MATERIALS STANDARDS:

- D 86 - Distillation of Petroleum Products
- D 130 - Detection of Copper Corrosion from Petroleum Products by the Copper Strip
Tarnish Test
- D 270 - Sampling Petroleum and Petroleum Products

SPECIFICATIONSMID-GRADE UNLEADED GASOLINE (CON'T.)

- D 323 - Vapor Pressure of Petroleum Products (Reid Method)
- D 525 - Oxidation Stability of Gasoline (Including Period Method)
- D 526 - Lead in Gasoline, Gravimetric Method
- D 1266 - Sulfur in Petroleum Products and Liquefied Petroleum (LP) Gases. (Lamp Method)
- D 1319 - Hydrocarbon Types in Petroleum Products
- D 2533 - Vapor-Liquid ratio of Gasoline
- D 2551 - Vapor Pressure of Petroleum Products (Micro-Method)
- D 2622 - Sulfur by X-Ray Spectrometry
- D 2699 - Knock Characteristics of Motor Fuels by the Research Method
- D 2700 - Knock Characteristics of Motor Fuels by the Motor Method
- D 2709 - Water and Sediment in distillate Fuels by centrifuge
- D 2547 - Test for lead in Gasoline, Volumetric chromate Method
- D 3166 - Trace Amounts of Lead in Gasoline

FOR REFERENCE ONLY

The requirements of this specification have been taken from ASTM D 439 and Federal Specification VV-G-001690, VV-G-76, and VV-G-109a.

3. REQUIREMENTSA. MATERIAL

The gasoline shall be volatile hydrocarbon fuels.

B. ADDITIVES

The gasolines may contain antiknock compounds, antioxidants, metal deactivators, corrosion inhibitors, dyes, deposit modifiers, deicers etc., which are normally provided in gasolines offered to the general public. The gasoline MAY contain ethanol no more than 10% but no methanol.

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE (CON'T.)

1. ANTI-KNOCK COMPOUNDS

The alkyl compounds or mixture shall contain appropriate quantities of lead scavenger compounds as required in blending automotive gasolines.

C. PHYSICAL AND CHEMICAL REQUIREMENTS

and The physical and chemical requirements of the gasolines shall be as specified in tables I, II, III.

D. LEGAL REQUIREMENTS

Gasoline furnished under this specification must meet all applicable legal requirements.

E. VOLATILITY

The volatility classes of gasolines as defined by table I shall be supplied according to the requirements of table IV.

F. WORKMANSHIP

The finished gasolines shall be visibly free from dissolved water sediment and suspended matter, and be clear and bright at the ambient temperature of 70°C.

G. COLORATION

gasolines. Gasolines provided under this specification shall be colored with a dye when as specified by the using department. The dye shall not affect, in any manner, the performance of the

4. PACKAGING PACKING AND MARKING

A. DELIVERIES

truck Gasolines shall be delivered by metered tank wagons, metered truck transports. Delivery tickets stating number of gallons delivered shall be submitted to receiving agency. All bills of lading are to show net and temperature corrected gross gallons as loaded on transport at refining.

5. TESTING AND INSPECTION

A. All testing and inspection shall be under the jurisdiction of the Purchasing Agent or her duly authorized representative. Testing shall be in accordance with applicable ASTM methods (See Table V). Sampling shall conform to ASTM D270.

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE (CON'T.)

6. REJECTION

- A. Gasolines which do not meet requirements of this specification shall be rejected, and when so ordered by the Purchasing Agent, they shall be removed by the contractor at his own expense and shall be replaced with gasolines which meet the requirements within the delivery date specified.

7. APPENDIX

- A. Unit of Purchase is U.S. Gallon (231 cu. Inches at 60° F. (15.6°C).
- B. The designation (Unleaded), applies only to gasolines furnished under this specification.

Unleaded gasoline is defined as gasoline to which the addition of Lead compounds are not permitted. Lead compounds present shall not exceed that amount which results from contamination when good refinery and distribution practices are followed and shall not exceed 0.07 gram/gallon.

C. INTENDED USE

1. Mid-grade Unleaded gasolines furnished under this specification are intended for immediate use in spark-ignition internal combustion engines utilized in automotive and stationary equipment. The gasolines are not intended for static equipment for more than 60 days without replenishment because of auto-oxidation which can effect a deterioration of the overall quality of the gasoline.
2. Mid-grade Unleaded gasoline is intended for use in spark-ignition engines Designed to operate with a gasoline of this octane quality and/or when so required by equipment manufacturer's recommendation.

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE (CON'T.)

TABLE I: VOLATILITY CLASSES REQUIREMENTS⁽¹⁾

<u>CHARACTERISTIC</u>	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS D</u>	<u>CLASS E</u>
DISTILLATION					
10% evap. F° (C°) min	158 (70)	149 (65)	140 (60)	131 (55)	122 (50)
50% evap. F° (C°) min	177 (77)	170 (77)	170 (77)	170 (77)	170 (77)
50% evap. F° (C°) max	250 (121)	245 (118)	240 (116)	235 (113)	230 (110)
90% evap. F° (C°) max	374 (190)	374 (190)	365 (185)	365 (185)	365 (185)
END POINT					
F° (C°) max ⁽²⁾	437 (225)	437 (225)	437 (225)	437 (437)	437 (225)
REID-VAPOR PRESSURE LBS⁽³⁾					
	9	10	11.5	13.5	14.5
TEMPERATURE F° (C°) min., at V/L ration-20⁽⁴⁾					
	140 (60)	113 (56)	124 (51)	116 (47)	105 (41)

- (1) Value given pertain to product at point of acceptance.
- (2) End point includes additive residue of present.
- (3) The maximum PVP values are given for each gasoline class. They are not limiting. The limiting criteria for controlling overall hot fuel handling (vapor lock, etc.) is the temperature at which the V/L of 20: is reached.
- (4) At 760 mm Hg. Measure.

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE (CON'T.)

TABLE II: CHEMICAL REQUIREMENTS

PROPERTY	VALUE	
Existent gum, milligrams per 100 milliliters		
Unwashed	10.0	(1)
Washed, Max.	4.0	
Sulfur, percent by weight, Max.	0.10	
Corrosiveness at 122°F (50°C), Max.		1.
Lead, grams per gallon, Max.		
Unleaded gasoline	0.07	
Oxidation stability, minutes, Min.	240	
Water and sediment, percent by volume, Max.		0.01
Aromatics, percent by volume, Max.		45.0 (2)
Olefins, percent by volume	REPORT	
Phosphorus, grams per gallon	REPORT	(3)

- (1) Where the unwashed gum exceeds 10 milligrams, the supplier shall be responsible for identifying the material contribution to this value prior to product approval. When those materials contributing to unwashed gum values in excess of 10.0 milligrams originate primarily from gasoline blending stocks, the product shall be considered as suspect and therefore unsatisfactory, until additional bench tests have been conducted.
- (2) This maximum value shall be applicable to mid-grade unleaded only.
- (3) This requirement shall be applicable to mid-grade unleaded gasolines. Phosphorus test Method can be found in Federal Specifications VV-O-001690.

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE (CON'T.)

TABLE III: OCTANE QUALITY REQUIREMENTS

<u>Motor Gasoline Grade</u>	<u>Octane Number (MON)</u>	<u>Research Number (RON)</u>	<u>Octane Number (RON)</u>	<u>Averaged Minimum * Octane Number</u>
<u>Mid-Grade Unleaded</u>	85		93	89

- Research Octane Number (RON) and Motor Octane Number (MON) represent nominal values. Deviations from these numbers is acceptable providing the "averaged" octane number (RON+MON)/2 meets the minimum values specified above. However, a 0.5 decrease in the (RON+MON)/2 will be permitted on a single shipments basis.

TABLE IV: SEASONAL DISTRIBUTION OF CLASSES

VOLATILITY

<u>MONTH</u>	<u>CLASS</u>
JANUARY	E
FEBRUARY	E
MARCH	E/D
APRIL	D/E
MAY	C
JUNE	C
JULY	C
AUGUST	C
SEPTEMBER	C
OCTOBER	C/D
NOVEMBER	D
DECEMBER	D/E

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE (CON'T.)

TABLE V: TEST METHODS

TEST	ASTM	METHOD NUMBER
DISTILLATION		D 86
VAPOR-LIQUID (V/L) RATION ⁽¹⁾	D	2533
REID VAPOR PRESSURE	D	323 or D 2551 ⁽²⁾
EXISTENT GUM	D	381
SULFUR	D	1266 or D 2522 ⁽³⁾
CORROSIVENESS	D	130
LEAD CONTENT	⁽⁴⁾ D	5264
OXIDATION STABILITY	D	525
WATER AND SEDIMENT	D	2709
KNOCK CHARACTERISTICS, RESEARCH OCTANE METHOD		D 2699
KNOCK CHARACTERISTICS, MOTOR OCTANE METHOD		D 2700
HYDROCARBON TYPE (AROMATIC AND OLEFINS)		D 1319

(1) As an alternative, the temperature of a vapor-liquid ration of 20:1 may be calculated by the following equation:

$$TV/L@20 + 114.6 - 4.1 (RVP) + 0.20 T_{10} + 0.17 T_{50}$$

WHERE: TV/L@20 = the temperature at a V/L ration + 20:1

T₁₀ = the distillation temperature at 10 percent evaporated

T₅₀ = the distillation temperature at 50 percent evaporated

However, ASTM D 2533 shall be the referee V/L method when calculated values are questionable

(2) ASTM D 2551 Vapor Pressure of Petroleum Products (micromethod) may be used as an alternative method for determining vapor pressure.

(3) ASTM D 2622 Sulfur in Petroleum Products (X-Ray Spectrographic) method may be used as an alternate method for determining sulfur content.

(4) For unleaded gasolines, the trace lead method (ASTM D 3166) shall be the only method used for determining lead content.

SPECIFICATIONS

MID-GRADE UNLEADED GASOLINE (CON'T.)

When applicable the Vendor and/or Contractor shall assume all responsibility and expense for obtaining any and all permits (fee or non-fee) and shall pay all taxes required in complying with City, Local, County, or State Laws, Code or Ordinances. This shall be in effect on this Contract, Purchase Order and Labor Requirements between the Vendor/Contractor and Cook County.

Any damage to County Property done during delivery and filling by the Contractors shall be immediately corrected, at the Contractor's expense.

Normal delivery and filling working hours shall be forty (40) hours. Monday thru Friday, 8 A.M. to 4 P.M., excluding Federal Holidays. All deliveries shall be performed during normal work hours: "...except as herein noted by the Cook County Sheriff's Police Department requirements for DELIVERY DAYS AND TIME."

UNLEADED BLEND GASOLINE

MID-GRADE UNLEADED REGULAR FUEL WITH LEAD REPLACEMENT ADDITIVE

In lieu of regular leaded gasoline the County will accept the specified mid-grade unleaded fuel with an acceptable lead replacement additive.

Any lead replacement additive must accomplish the task of protecting pre 1975 gasoline engines from accelerated valve seat wear due to the elimination of lead in the fuel consumed. The current product in County tanks is premixed at a dilution rate of 1 quart to 300 gallons of mid-grade unleaded fuel.

The County will accept leaded regular or mid-grade unleaded fuel with lead replacement additive as specified for the purpose of this bid.

SPECIFICATIONS

SPECIAL BLENDED FUEL

Specifications for Part III, Item 2; Part IV, Item 2; and Part V, Item 2.

These specifications cover the grade of Diesel Motor Fuel used by the Cook County Highway Department, Cook County Forest Preserve Department, and Provident Hospital of Cook County as a fuel for various trucks, tractors and similar engines. The Diesel Fuel requested will be a blended mix of Number 1, Number 2, and Biodiesel that will conform with the requirements of ASTM designation D975- 68, except that number 1 will have a minimum Cetane number of 48. The Diesel Fuel Grade Number 2 will conform with the requirements of ASTM designation D975- 68, except that Number 2 will have a maximum sulfur content of 0.3%, Cetane number minimum of 43.

The Diesel Fuel blend will be 70% Number 2, 28% Number 1 and 2% Biodiesel, per gallon for the Cook County Highway Department (Part III, Item 2) and Provident Hospital (Part V, Item 2). The Diesel Fuel blend will be 70% Number 2, 25% Number 1 and 5% Biodiesel, per gallon for the Cook County Forest Preserve District (Part IV, Item 2).

A gallon is defined as a volume of 231 cubic inches at a standard temperature of (60°) degrees Fahrenheit.

DIESEL FUEL BLEND (98% NO. 2 DIESEL AND 2% BIODIESEL)

Specifications for Part I, Item 2; Part II, Item 2; Part V, Item 1.

The Specification describes a blend of 98% Grade No. 2 Diesel, and 2% Biodiesel for use in Diesel engines. Wherever reference is made herein to any other specification or standard, it shall mean the latest revision thereof in effect at the time of invitation to bid. Diesel fuel to contain anti-gel additive.

1. **PHYSICAL AND CHEMICAL REQUIREMENTS:**

The Diesel Fuel, furnished under this portion of the contract shall comply with the requirements of the ASTM D-975 latest revised specification for No. 2 Diesel and B2 Biodiesel Fuel, 75-59T with flash point Fahrenheit 125 or legal (minimum). Water and Sediment % by volume, 0.10 maximum. Carbon residue on 10% residuum % maximum 540 degrees, maximum 675 degrees Viscosity of 100 degrees Fahrenheit in SSU seconds 32, 6 minimum 45.0 maximum. Sulphur percent by weight to conform with local EPA regulations (Federal regulations not to exceed 0.29%). Copper strip corrosion = 3 maximum and Cetane, 40 minimum.

2. **VOLUME MEASURE:**

In all Transactions of which these Specifications are a part, a gallon is defined as a Volume of 231 cubic inches at a Standard Temperature of sixty (6) degrees Fahrenheit. (Temperature Correction is required).

SPECIFICATIONS

DIESEL FUEL BLEND (98% NO. 2 DIESEL AND 2% BIODIESEL)

3. DELIVERY:

1. The Contractor shall make deliveries to Cook County Facilities by either tank wagon or transport load, whichever is the most favorable in accordance with the amount of gallons requested for the delivery. For purposes of this contract, any delivery of fuel less than 7500 gallons shall be considered a tank wagon delivery and, therefore, priced accordingly.
2. Fuel deliveries shall be in response to verbal instructions (telephone) as covered by formal purchase orders. A meter stamped ticket showing total gallons "On-Loaded" at the fuel depot must be presented to the County's receiving Clerk with each delivery. Additionally, a Contractors delivery ticket showing total gallons "Off-Loaded" must be presented to the County's receiving Clerk with each delivery.

4. TEST AND REJECTIONS:

The County reserves the right to sample deliveries in any manner which will produce samples for testing purposes fully representing the Oil Delivered.

Diesel Fuel that does not meet the specification requirements will be rejected. The Contractor shall, at his expense, replace all inferior oil delivered with oil meeting specification requirements. Replaced material must be delivered within the delivery date specified.

Should the Contractor so elect, he may have a representative present at the time measurements are made and also when tests are run on samples.

5. APPENDIX

Any Requisition, Order, Purchase Order, or Invoice issued for Diesel Fuel covered by these specification, or under the Contract based on these specifications, shall show Quantity, Description

&

Type of Container and Manner of Delivery.

6. BILLS OF LADING:

All bills of lading are to show net and temperature corrected gross gallons as loaded on transport truck at refinery facility.

When applicable the Vendor and/or Contractor shall assume all responsibility and expense for obtaining any and all permits (fee or non-fee) and shall pay all taxes required in complying with City, Local, County, or State Laws, Code or Ordinances. This shall be in effect on this Contract, Purchase Order and Labor Requirements between the Vendor/Contractor and Cook County. Any damage to county Property done during delivery and filling by the Contractors shall be immediately corrected, at the Contractor's expense.

SPECIFICATIONS

DELIVERY SITES AND TANK CAPACITIES

PART I: OAK FOREST HOSPITAL

LOCATION: 15900 S. CICERO AVE.
OAK FOREST, IL 60652
ATTN: PHYSICAL PLANT

MIDGRADE UNLEADED
1 - 10,000

NO. 2 DIESEL FUEL W/BIODIESEL BLEND
1 - 6,000

MUST USE METERED TRUCKS.

MINIMUM LOAD ORDERED WILL BE 3000 GALLONS OF GASOLINE, 300 GALLONS OF DIESEL FUEL.

DELIVERY TO BE MADE BETWEEN THE HOURS OF 7:00 A.M. AND 3:00 P.M., MONDAY THRU FRIDAY.

PART II: COOK COUNTY SHERIFF'S POLICE

LOCATION: 2323 S. ROCKWELL CHICAGO, IL. 20,000

MIDGRADE UNLEADED
5,000

NO. 2 DIESEL FUEL W/BIODIESEL BLEND

DELIVERY TO BE MADE MONDAY THRU FRIDAY. TWENTY-FOUR HOUR RECEIVING AVAILABLE.

PART III: COOK COUNTY HIGHWAY DEPT.

LOCATIONS: FACILITY #1
2325 MEACHAM RD.
SCHAUMBURG, IL.

MIDGRADE UNLEADED
2,500 10,000

SPECIAL BLEND DIESEL FUEL

FACILITY #2
9801 BALLARD RD.
DES PLAINES, IL.

2,500 10,000

FACILITY #3
26th ST. & BEACH AVE.
LA GRANGE PARK, IL.

2,500 10,000

FACILITY #4
135 th ST. & 89th AVE.
ORLAND PARK, IL.

2,500 10,000

FACILITY #5
135 th ST. & ROLL AVE.
RIVERDALE, IL.

2,500 10,000

ALL SITES: MINIMUM LOAD ORDER WILL BE 300 GALLONS PER LOCATION. NORMAL DELIVERY & FILLING WORKING HOURS SHALL BE MONDAY THRU FRIDAY, 7 A.M. TO 3 P.M., EXCLUDING FEDERAL HOLIDAYS. ALL DELIVERIES SHALL BE PERFORMED DURING NORMAL WORKING HOURS.

		<u>SPECIFICATIONS</u>	
<u>PART IV:</u>	<u>FOREST PRESERVE DISTRICT</u>	<u>MIDGRADE UNLEADED</u>	<u>SPECIAL BLEND DIESEL FUEL</u>
LOCATIONS:	SALT CREEK NURSERY	1,000	500
500	OGDEN AVENUE		
WESTERN	SPRINGS, ILLINOIS		
SALT	CREEK DIVISION 2,500		500
NORTH	17 TH AVENUE, SALT CREEK		
	RIVERSIDE, ILLINOIS		
1140	SKOKIE FORESTRY HEADQUARTERS	250	750
GLENVIEW,	HARMS		
	ILLINOIS		
PALOS	SAG VALLEY DIV. HEADQUARTERS	1,500	500
	12201 W. MCCARTHY ROAD		
	PARK, ILLINOIS		
ORLAND	TINLEY CREEK DIV. HEADQUARTERS	2,000	500
	13800 S. HARLEM AVE.		
	PARK, ILLINOIS		
6797	TINLEY CREEK FORESTRY HEADQUARTERS 2,000		2,000
OAK	W. 147 TH STREET		
	FOREST, ILLINOIS		
THORNTON,	THORN CREEK DIVISION	2,500	500
	THORNTON RD. 1 MILE E. OF TOWN		
	ILLINOIS		
GOLF	POPLAR CREEK HEADQUARTERS	1,000	500
	ROAD BETWEEN		
	BARRINGTON RD & RTE 59		
SMITH	DEER GROVE MAINTENANCE BLDG.	750	250
PALATINE,	N. SIDE OF DUNDEE RD. AT		
	RD.		
	ILLINOIS		
CALUMET	DIV. HEADQUARTERS	2,000	2,000
1926	W. 91 ST STREET		
CHICAGO,	ILLINOIS		
CENTRAL	GARAGE/WAREHOUSE	2,500	500
MAYWOOD,	1 ST AVENUE AND ROOSEVELT ROAD		
	ILLINOIS		
SKOKIE	DIVISION HEADQUARTERS	1,000	500
1720	CHERRY STREET		
NORTHFIELD	IL		

SPECIFICATIONS

<u>PART IV: FOREST PRESERVE DISTRICT</u>		<u>MIDGRADE UNLEADED</u>	<u>SPECIAL BLEND DIESEL FUEL</u>
LOCATIONS:	THORN CREEK RESOURCE MANAGEMENT	750	250
184	TH AND STONY ISLAND		
LANSING,	IL		
	CRAB TREE NATURE CENTER	500	0
	STOVER RD. 1 MILE N. OF		
ALGONQUIN	RD.		
BARRINGTON,	ILLINOIS		
	DES PLAINES DIVISION	1,500	500
	801 N. RIVER ROAD		
PROSPECT,	ILLINOIS		
INDIAN	BOUNDARY DIVISION	4,000	2,000
8800	W. BELMONT		
CHICAGO,	ILLINOIS		
NORTH	BRANCH DIVISION	1,500	500
6633	HARTS ROAD		
NILES,	ILLINOIS		
NORTHWEST	DIVISION	2,500	500
	3500 S. ROHLWING ROAD		
ROLLING	MEADOWS, ILLINOIS		
640	NORTHWEST FORESTRY HEADQUARTERS	500	1,500
	COSMAN ROAD		
	ELK GROVE VILLAGE, ILLINOIS		
PALOS	DIVISION	2,000	500
	99 TH AND WILLOW SPRINGS RD.		
WILLOW	SPRINGS, IL		
ALL SITES:	MINIMUM LOAD ORDER WILL BE 500 GALLONS OF UNLEADED GASOLINE, AND SPECIAL BLEND DIESEL FUEL COMBINED.		

<u>PART V: PROVIDENT HOSPITAL OF COOK COUNTY</u>	<u>NO. 2 DIESEL FUEL</u>	<u>SPECIAL BLEND</u>
<u>LOCATION:</u>	<u>W/BIODIESEL BLEND</u>	<u>DIESEL FUEL</u>
500 E. 51 ST STREET	2,800	1,200
CHICAGO, IL.		

DELIVERY TO BE MADE MONDAY THRU FRIDAY. TWENTY-FOUR HOUR RECEIVING AVAILABLE.

SPECIFICATIONS

BASIS OF AWARD

The Price Over Cost (POC) figure that is quoted shall remain firm during the contract period. No increase in the POC figure will be allowed.

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1.	GALLON	100	SPECIAL BLENDED DIESEL FUEL NO. 2 DIESEL, 28% NO. 1 AND 2% BIODIESEL), AS SPECIFICATIONS HEREIN.
	(70% DIESEL, PER		
	#2		$\frac{\$1.3535 \times .70 = \$0.9475}{\text{DIESEL BLEND}}$ OPIS %
	#1		$\frac{\$1.4475 \times .28 = \$0.4053}{\text{DIESEL BLEND}}$ OPIS %
	BIODIESEL		$\frac{\$3.2500 \times .02 = \$0.0650}{\text{BLEND}}$ OPIS %
	+		$\frac{\$0.2889}{\text{TAXES}}$
			$+ \frac{.05}{\text{+ POC}}$
			$= \$ \underline{1.7567}$ PRICE PER GALLON
			$= \$ \underline{175.67} \quad \text{TOTAL}$

The above example and actual proposal forms reflect a stated base figure for the cost per gallon and taxes (IMFT, IUST, and the Cook County Tax) which will be remitted by the County to the Bidder/Contractor plus the bidder's quote as reflected on the proposal form(s). Vendor shall write in his POC figure and add the right hand figures together to get the price per gallon. Vendor should then multiply the price per gallon times the quantity to get the total price for that item.

$$\$1.5375 + \$0.6888 + \$0.0443 + \$0.2860 + \$0.05 = \$2.6066$$

$$\$2.6066 \times 100 \text{ GALLONS} = \$260.66$$

World Fuel Services
(TEXAS DIV.)

CONTRACT NO. 09-53-100

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 09-53-100 for DIESEL AND UNLEADED (MID-GRADE AND BLENDED) FUEL for VARIOUS COOK COUNTY DEPARTMENTS, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

PART I - OAK FOREST HOSPITAL OF COOK COUNTY

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1.	GALLON	20,000	MID-GRADE UNLEADED GASOLINE, PER SPECIFICATIONS HEREIN.
	AS		
			\$1.5219 OPIS
			+ \$0.27271 TAXES
			+ <u>.10</u> POC
			= \$ <u>1.89461</u> PRICE PER GALLON
			= \$ <u>37,892.20</u> TOTAL
2.	GALLON	44,000	DIESEL BLEND FUEL (98% NO. 2 DIESEL 2% BIODIESEL), AS PER SPECIFICATIONS HEREIN.
	AND		
	#2		<u>1.3535</u> x <u>.98</u> = <u>\$1.3265</u> DIESEL BLEND OPIS %
	BIODIESEL		<u>\$3.2500</u> x <u>.02</u> = <u>\$0.0650</u> BLEND OPIS %
	TAXES		+ \$0.2889
			+ <u>.10</u> POC
			= \$ <u>1.7804</u> PRICE PER GALLON
			= \$ <u>78,337.60</u> TOTAL

TOTAL PART I: \$ 116,229.80

PROPOSAL

PART II - SHERIFF'S DEPARTMENT OF COOK COUNTY

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1.	AS GALLON	125,000	MID-GRADE UNLEADED GASOLINE, PER SPECIFICATIONS HEREIN.
			$\frac{\$1.5219}{\text{OPIS}}$ $\frac{\$0.27271}{\text{TAXES}}$ $\frac{+.10}{\text{POC}}$ <hr/> = \$ <u>1.89461</u> PRICE PER GALLON = \$ <u>236,826.25</u> TOTAL
2.	AND GALLON	125,000	DIESEL BLEND FUEL (98% NO. 2 DIESEL 2% BIODIESEL), AS PER SPECIFICATIONS HEREIN.
#2			$\frac{\$1.3535}{\text{DIESEL}} \times \frac{.98}{\%} = \frac{\$1.3265}{\text{BLEND}}$ $\frac{\$3.2500}{\text{BIODIESEL}} \times \frac{.02}{\%} = \frac{\$0.0650}{\text{BLEND}}$ $\frac{\$0.2889}{\text{TAXES}}$ $\frac{+.10}{\text{POC}}$ <hr/> = \$ <u>1.7804</u> PRICE PER GALLON = \$ <u>222,550</u> TOTAL

TOTAL PART II: \$ 459,376.25

*World Fuel Services
(Tazora Div.)*

CONTRACT NO. 09-53-100

PROPOSAL

PART III - COOK COUNTY HIGHWAY DEPARTMENT

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1.	GALLON	140,000	MID-GRADE UNLEADED GASOLINE, PER SPECIFICATIONS HEREIN.
AS			
			\$1.5219 OPIS
			+
			\$0.27271 TAXES
			+ <u>.20</u> POC
			= \$ <u>1.99461</u> PRICE PER GALLON
			= \$ <u>279,245.40</u> TOTAL
2.	GALLON	240,000	SPECIAL BLENDED DIESEL FUEL (70% NO. 1 DIESEL, 28% NO. 1 DIESEL, AND 2% BIODIESEL), AS PER SPECIFICATIONS HEREIN.
2			
#2			<u>\$1.3535</u> x <u>.70</u> = <u>\$0.9475</u> DIESEL BLEND OPIS %
#1			<u>\$1.4475</u> x <u>.28</u> = <u>\$0.4053</u> DIESEL BLEND OPIS %
BIODIESEL			<u>\$3.2500</u> x <u>.02</u> = <u>\$0.0650</u> OPIS BLEND %
TAXES			+ <u>\$0.2889</u>
			+ <u>.20</u> POC
			= \$ <u>1.9067</u> PRICE PER GALLON
			= \$ <u>457,608.00</u> TOTAL

TOTAL PART III: \$ 736,853.40

PROPOSAL

PART IV - COOK COUNTY FOREST PRESERVE DEPARTMENT

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1.	GALLON	700,000	MID-GRADE UNLEADED GASOLINE, PER SPECIFICATIONS HEREIN.
	AS		
			\$1.5219 OPIS
	+		\$0.27271 TAXES
			+ .20 POC
			= \$ <u>1.99461</u> PRICE PER GALLON
			= \$ <u>1,396,227.00</u> TOTAL
2.	GALLON	300,000	SPECIAL BLENDED DIESEL FUEL NO. 2 DIESEL, 25% NO. 1 AND 5% BIODIESEL), AS PER HEREIN.
	(70% DIESEL, SPECIFICATIONS		
	#2		$\frac{\$1.3535}{\text{DIESEL}} \times \frac{.70}{\text{BLEND}} = \frac{\$0.9475}{\text{OPIS \%}}$
	#1		$\frac{\$1.4475}{\text{DIESEL}} \times \frac{.25}{\text{BLEND}} = \frac{\$0.3619}{\text{OPIS \%}}$
	BIODIESEL		$\frac{\$3.2500}{\text{OPIS}} \times \frac{.05}{\text{BLEND}} = \frac{\$0.1625}{\%}$
	TAXES		+ \$0.2889
			+ <u>.20</u> POC
			= \$ <u>1.9608</u> PRICE PER GALLON
			= \$ <u>588,240.00</u> TOTAL

TOTAL PART IV: \$ 1,984,467.00

PROPOSAL

PART V - PROVIDENT HOSPITAL OF COOK COUNTY

ITEM NUMBER	UNIT OF MEASURE	QUANTITY	DESCRIPTION
1.	GALLON	<u>5,600</u>	<p>DIESEL BLEND FUEL (98% NO. 2 DIESEL AND 2% BIODIESEL), AS PER SPECIFICATIONS HEREIN.</p> <p><u>\$1.3535</u> x <u>.98</u> = <u>\$1.3265</u> #2 DIESEL BLEND OPIS %</p> <p><u>\$3.2500</u> x <u>.02</u> = <u>\$0.0650</u> BIODIESEL BLEND OPIS %</p> <p>+ <u>\$0.2889</u> TAXES</p> <p>+ <u>.20</u> POC</p> <hr/> <p>= \$ <u>1.8804</u> PRICE PER GALLON</p> <hr/> <p>= \$ <u>10,530.24</u> TOTAL</p>
2.	GALLON	<u>1,200</u>	<p>SPECIAL BLENDED DIESEL FUEL (70% NO. 2 DIESEL, 28% NO. 1 DIESEL, AND 2% BIODIESEL), AS PER SPECIFICATIONS HEREIN.</p> <p><u>\$1.3535</u> x <u>.70</u> = <u>\$0.9475</u> #2 DIESEL BLEND OPIS %</p> <p><u>\$1.4475</u> x <u>.28</u> = <u>\$0.4053</u> #1 DIESEL BLEND OPIS %</p> <p><u>\$3.2500</u> x <u>.02</u> = <u>\$0.0650</u> BIODIESEL BLEND OPIS %</p> <p>+ <u>\$0.2889</u> TAXES</p> <p>+ <u>.20</u> POC</p> <hr/> <p>= \$ <u>1.9067</u> PRICE PER GALLON</p> <hr/> <p>= \$ <u>2,288.04</u> TOTAL</p>
TOTAL PART V:		<u>12,818.28</u>	

PROPOSAL

BIDDER: World Fuel Services, Inc.
(Texor Division)

TOTAL PART I: \$ 116,229.80
TOTAL PART II: \$ 459,376.25
TOTAL PART III: \$ 736,853.40
TOTAL PART IV: \$ 1,984,467.00
TOTAL PART V: \$ 12,818.28

GRAND TOTAL: \$ 3,309,744.73

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

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

Addendum No. <u>1</u>	Date: <u>5/14/09</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

MBE/WBE UTILIZATION PLAN

Section 1

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

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

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

 X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: Petromex, Inc.

Address: 14702 S. Hamlin Avenue, Midlothian, IL 60445

E-mail: _____

Contact Person: Felipe Estrada Phone: 708-489-1733

Dollar Amount Participation: \$ 827,436.18

Percent Amount of Participation: 25% %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Ho-Mar Oil, Inc.

Address: 53 W. Jackson Blvd., Suite 1530, Chicago, IL 60604

E-mail: _____

Contact Person: Cynthia Doloughy Phone: 312-675-0400

Dollar Amount Participation: \$ 330,974.47

Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*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.

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, 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 will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Anthony E. Speiser (print name),
the President (title) and duly authorized
representative of Texor Division of World Fuel Services (Bidder Proposer firm),

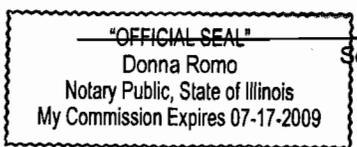
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$3,309,744.73, which represents the
above indicated total percentage 25 % for the contract amount \$ 827,436.18.

[Signature]
(Signature of affiant)

5 / 19 / 09
(Date)

Subscribed and sworn to before me this 19th day of May, 2009.

[Signature]
(Notary's Signature) (Notary)





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

August 4, 2008

Felipe Estrada
Petromex, Inc.
14702 South Hamlin Avenue
Midlothian, IL 60445

Annual Certificate Expires: August 1, 2009
Vendor Number: 1033840

Dear Mr. Estrada:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **August 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Wholesale and Distribution of Petroleum Products, Diesel Fuel, Gasoline and Special Fuels

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/mck

IL UCP HOST: City of Chicago



COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: / Fuel, Diesel and Unleaded 09-53-100

From: Ho-Mar Oil, Inc.
(MBE/WBE Firm)

To: World Fuel Services, Inc. Texor Division and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

Description of Service/Supply/Project	Fee/Cost
1. <u>Will supply gasoline and diesel fuel</u>	\$ <u>10</u> %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %

Total: \$330,974.47 10 %

**Based on Floating Price (OPIS)

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

Upon Penalty of perjury, I Cynthia Doloughty (print name)

the President (title) and duly authorized representative of the Ho-Mar Oil, Inc. (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 3,309,744.73 which represents the above indicated total percentage 10 % for the contract amount \$ 330,974.47

Cynthia Doloughty
(Signature of affiant)

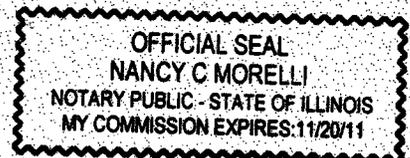
05-15-09
(Date)

Subscribed and sworn to before me this 15th day of May, 2009

Nancy C. Morelli
(Notary's Signature)

(Notary

Seal)



COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Anthony E. Speiser (print name),
the President (title) and duly authorized
representative of Texor Division of World Fuel Services (Bidder Proposer firm),

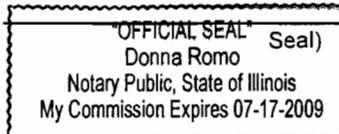
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$3,309,744.73, which represents the
above indicated total percentage 10 % for the contract amount \$ 330,974.47.

[Signature]
(Signature of affiant) (Date)

5 / 19 / 09

Subscribed and sworn to before me this 19th day of May, 2009.

[Signature]
(Notary's Signature) (Notary)





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

February 9, 2009

Cynthia Doloughty, President
Ho-Mar, Inc.
53 W. Jackson Boulevard, Suite 1530
Chicago, Illinois 60604

Annual Certificate Expires: April 1, 2010
Vendor Number: 1023415

Dear Ms. Doloughty:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until April 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by April 1, 2010.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Supplier of Gasoline, Diesel and Aviation Fuel

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark J. Hands
Managing Deputy Procurement Officer

rg



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**

- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

- 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

- 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

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

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None

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

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

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

Yes: _____ No: X

b) If yes, list business address(es) within Cook County:

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

Yes: _____ No: X

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

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

 X Applicant has no "Substantial Owner."

OR

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

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

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

BUSINESS NAME: World Fuel Services, Inc. Texor Division

BUSINESS ADDRESS: 3340 S. Harlem Avenue
Riverside, IL 60546

BUSINESS TELEPHONE: 708-447-1999 FAX NUMBER: 708-447-1047

CONTACT PERSON: Anthony E. Speiser

FEIN: 76-0291977 *IL CORPORATE FILE NUMBER: D5576-320-8

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Michael Clementi VICE PRESIDENT: _____

SECRETARY: Isabel Diaz TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: Isabel Diaz (CORPORATE SECRETARY)

Subscribed and sworn to before me this
11th day of May, 2009

x Christine M. Doyle
Notary Public Signature

My commission expires: 11/22/09
Notary Seal

- * If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Todd A. Spivey

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Trickett-Coburn

COOK COUNTY PURCHASING AGENT

John R. Mauldin

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 27th DAY OF July, 2009.

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

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

09-53-100

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 3,309,744⁷³
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

JB

0116109

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 02 2009

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