CONTRACT FOR SUPPLY

DOCUMENT NO. 11-45-157

2012 CHEVROLET TAHOE
FOR
COOK COUNTY ADULT PROBATUION DEPARTMENT

WITH: MILES CHEVROLET NISSAN.

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

102811 REQ# 05324043 DG

CONTRACT FOR SUPPLY
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Miles Chevrolet Nissan,** herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **Cook County Adult Probation Department,** herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires five (5) 2012 Chevrolet Tahoe's through a contract awarded by the State of Illinois, Central Management Services, Contract # 4016025.

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

II. CONTRACT GOODS

The Contractor agrees to provide the following Contract Goods:

AS SET FORTH IN EXHIBIT "A"

III. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County.

III. PAYMENT

In no case shall such charges exceed the amount of **$120,405.00.** Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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.

IV.GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, of Contract for Supply and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "A"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GENERAL CONDITIONS
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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein 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.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables 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 Deliverables have been rejected.

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

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

GC-08 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 deliverables, 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-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 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 reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 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 the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. 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-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, 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.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date 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 actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 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-16 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. 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 not be deemed as authorized without the 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 thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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 provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other 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 Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE 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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, 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 "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B. A Proposer may achieve the MBE/WBE participation goals by its 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 or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract 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 other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) 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.

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

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.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer 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, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Contractors.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

Betty Hancock Perry
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice; the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-25 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, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables 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 commencement of the Contract will be considered experimental.

GC-28 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-29 QUANTITIES

Any quantities of indicated in the Proposal Pages 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 by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. 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-30 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.

GC-31 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 hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and 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, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 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-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 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 to the contrary, 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 Circuit Court of Cook County in 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-34 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-35 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-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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 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-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 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.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 11-45-157 for five (5) 2012 Chevrolet Tahoe's **for Cook County Adult Probation Department,** as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
1.	EACH	5	2012 Chevrolet Tahoe Commodity Code # 5012-052-1030 AS PER EXHIBIT "A" HEREIN. $23,856.00/Each $119,280.00 /Total
2.	EACH	5	Delivery Commodity Code # 5012-055-0501 AS PER EXHIBIT "A" HEREIN. $225.00/Each $1,125.00 /Total

GRAND TOTAL $120,405.00

NOTE: DO NOT SHIP UNTIL NOTIFIED BY DEPARTMENT

CONTRACT NO. 11-45-157

EXHIBIT "A"

STATE OF ILLINOIS CONTRACT

NOTICE OF AWARD
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STATE OF ILLINOIS
DEPARTMENT OF
CENTRAL MANAGEMENT SERVICES

T NUMBER: T7200
PAGE NO.: 00001

DISTRIBUTE TO: 416PSD : BUREAU OF STRATEGIC SOURCING

NOTICE OF AWARD

CONTRACT TITLE: PSD VEHICLE, POLICE PURSUIT, SUV

CONTRACT NO: 4016025

OPTIONS AVAILABLE: 02 JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS VENDOR NUMBER:
MILES CHEVROLET NISSAN
GMAC
BOX 3160
DECATUR, IL 62524-3160

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE
BRETT BARNES
(217) 785-3851

SOLICITATION: 224599 BID OPEN DATE: 02/01/10

CONTRACT NO: 4016025
J04801 : SCOPE:

TO ESTABLISH A CONTRACT TO ENABLE ALL STATE AGENCIES AND AUTHORIZED LOCAL GOVERNMENTAL UNITS TO PURCHASE CURRENT MODEL YEAR PRODUCTION POLICE PURSUIT RATED UTILITY VEHICLES DURING THE CONTRACT PERIOD.

CONTRACT NO: 4016025
J04803 : TERM AND RENEWALS:

THE CONTRACT PERIOD WILL BE FOR ONE YEAR UPON EXECUTION WITH THE FOLLOWING RENEWAL OPTIONS.

UPON MUTUAL AGREEMENT, THE PARTIES MAY RENEW THE RESULTING CONTRACT(S) FOR A TOTAL OF TWO (2) YEARS IN ONE OF THE FOLLOWING MANNERS:

A) ONE RENEWAL FOR THE ENTIRE RENEWAL ALLOWANCE.
B) INDIVIDUAL ONE-YEAR RENEWALS.
C) ANY COMBINATION OF FULL OR PARTIAL-YEAR RENEWALS UP TO AND INCLUDING THE ENTIRE RENEWAL ALLOWANCE.

RENEWAL SHALL BE ON THE SAME TERMS AND CONDITIONS AS THE ORIGINAL CONTRACT EXCEPT AS OTHERWISE ALLOWED IN THE CONTRACT. NO RENEWAL MAY BE EFFECTIVE AUTOMATICALLY. NO RENEWAL MAY BE EFFECTIVE SOLELY AT THE VENDOR'S OPTION.

THE LENGTH OF THE CONTRACT, INCLUDING ANY RENEWALS, MAY NOT EXCEED THAT ALLOWED BY LAW, INCLUDING 30 ILCS500/20-60. A TERM CONTRACT CHANGE CONFIRMING RENEWAL OF THIS CONTRACT WILL BE ISSUED.

CONTRACT NO: 4016025
J04806 : DELIVERY:

VEHICLE PRICES ARE TO BE QUOTED TO INCLUDE DELIVERY TO SPRINGFIELD, ELGIN, AND DOWNERS GROVE FOR STATE OF ILLINOIS VEHICLES.

UNLESS THE LOCAL GOVERNMENTAL UNIT ACCEPTS DELIVERY F.O.B. DEALER'S PLACE OF BUSINESS, LOCAL GOVERNMENTAL UNIT VEHICLES ARE TO BE DELIVERED TO THE LOCAL GOVERNMENTAL UNIT. A COST FOR DELIVERY IS SHOWN UNDER EACH APPLICABLE LINE ITEM.

CONTRACT NO: 4016025
J04808 : SPECIFICATION ADJUSTMENT/AMENDMENTS:

IN THE EVENT THAT SPECIFICATION ADJUSTMENTS AND/OR CHANGES IN OPTIONAL EQUIPMENT IS DEEMED NECESSARY BY THE STATE DURING THE TERM OF THE CONTRACT, THE PRICES SHALL BE EQUAL TO OR LESS THAN THE MANUFACTURER'S PUBLISHED DEALER COST. MANUFACTURER'S INVOICES SHOWING INVOICE AMOUNT MAY BE REQUIRED TO VERIFY PRICE.

AMENDMENTS:
NO AMENDMENT OR MODIFICATION TO THIS CONTRACT SHALL BE BINDING ON THE STATE UNLESS IT IS IN WRITING AND CONTAINS THE AUTHORIZED SIGNATURE.

CONTRACT NO: 4016025
J04812 : ORDER CUT-OFF DATES:

IT SHALL BE THE VENDORS'S RESPONSIBILITY TO INFORM CENTRAL MANAGEMENT SERVICES OF THE MANUFACTURER'S ORDER CUT-OFF DATE. IF THE DELIVERY TIME OF THE VEHICLE WILL NOT MEET THE AUGUST 1 LAPSE PERIOD DEADLINE FOR FUNDING, THEN IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO INFORM CENTRAL MANAGEMENT SERVICES AND MUTUALLY AGREE UPON A NEW ORDER CUT-OFF DATE FOR STATE OF ILLINOIS VEHICLES THAT WOULD MEET THE AUGUST 1 LAPSE PERIOD REQUIREMENT.

FAILURE TO DO SO MAY REQUIRE THE VENDOR TO GO TO COURT OF CLAIMS FOR PAYMENT.

CONTRACT NO: 4016025
J04813 : LARGE QUANTITY ORDERS:

A LARGE ORDER MAY ESTABLISH A SCHEDULE FOR DELIVERY. ACCELERATED DELIVERIES WITHOUT WRITTEN PERMISSION OF THE ORDERING ENTITY WILL NOT BE PERMITTED.

CONTRACT NO: 4016025
J04816 : LIQUIDATED DAMAGES:

IF THE CONTRACTOR EITHER FAILS TO DELIVER THE EQUIPMENT OR PERFORM SERVICES IN COMPLIANCE WITH THE TERMS OF THIS CONTRACT, IT SHALL BE LIABLE TO THE STATE, OR LOCAL GOVERNMENTAL UNIT, BY CREDIT MEMORANDUM OR OTHERWISE, FOR FIXED, AGREED, AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, IN THE AMOUNT OF $30.00 PER VEHICLE INVOLVED FOR EACH BUSINESS DAY, UNTIL THE FAILURE IS CORRECTED TO THE STATE'S SATISFACTION OR UNTIL A SUBSTITUTE IS PROCURED BY THE STATE TO FULFILL THE REQUIREMENT. A BUSINESS DAY SHALL BE CONSIDERED EACH DAY MONDAY THRU FRIDAY EXCLUDING STATE HOLIDAYS.

THE STATE OR LOCAL GOVERNMENTAL UNIT MAY TERMINATE THEIR ORDER OR ANY PORTION THEREOF UPON FIRST DISCOVERING THAT SUCH A DEFAULT EXISTS OR AFTER A PERIOD DURING WHICH LIQUIDATED DAMAGES HAVE ACCRUED AS AFORESAID AND NO PERMANENT REMEDY SATISFACTORY TO THE STATE OR LOCAL GOVERNMENTAL UNIT APPEARS LIKELY. IN EITHER OF THE FOREGOING EVENTS, THE CONTRACTOR SHALL BE LIABLE FOR LIQUIDATED DAMAGES AS AFORESAID UNTIL SUCH TIME AS THE STATE OR LOCAL GOVERNMENTAL UNIT MAY REASONABLY OBTAIN DELIVERY OR PERFORMANCE OF SIMILAR EQUIPMENT AND/OR SERVICE. FURTHER, THE STATE'S OTHER CONTRACT REMEDIES SUCH AS THE RIGHT TO COVER SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES. IT IS UNDERSTOOD AND AGREED, HOWEVER, THAT NONE OF THE FOREGOING PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF CONTRACTOR'S DEFAULT RESULTS DIRECTLY FROM CONDITIONS OR EVENTS BEYOND IT'S CONTROL INCLUDING, BUT NOT BY WAY OF LIMITATION, ACTS OF GOD OR THE PUBLIC ENEMY, ACTS OF THE STATE OR LOCAL GOVERNMENTAL UNIT IN EITHER IT'S SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, SHORTAGES OF RAW MATERIALS, OR UNUSUALLY SEVERE WEATHER. FAILURE OF MANUFACTURER OF VEHICLE TO DELIVER TO CONTRACTOR SHALL NOT BE CONSIDERED BEYOND CONTRACTOR'S CONTROL.

CONTRACT NO: 4016025
J04819 : RESERVATION OF RIGHTS/ASSIGNMENT OF CONTRACT:

RESERVATION OF RIGHTS:

THE STATE RESERVES THE RIGHT TO TAKE BIDS AND BUY OUTSIDE OF THE CONTRACT FOR ANY SPECIAL VEHICLES, VEHICLES FOR EXPERIMENTAL USE, OR IF THE STATE WISHES TO TRADE-IN VEHICLES.

ASSIGNMENT OF CONTRACT:
NO CONTRACT OR RELEASE ORDER ISSUED UNDER THIS CONTRACT SHALL BE ASSIGNED, CHANGED, OR IN ANY OTHER MANNER DISPOSED OF WITHOUT THE WRITTEN PERMISSION OF THE STATE.

CONTRACT NO: 4016025
J04823 : TRAINING SEMINARS TO INCLUDE DIVISION OF VEHICLES PERSONNEL:

IT SHALL BE THE RESPONSIBILITY OF EACH SUCCESSFUL VENDOR, UPON REQUEST, TO ARRANGE WITH THE VEHICLE MANUFACTURER FOR THE DIVISION OF VEHICLES PERSONNEL TO ATTEND ANY FREE REGIONAL TRAINING SEMINARS CONDUCTED BY THE MANUFACTURER FOR DEALER MECHANICS & OTHER PERSONNEL TO FAMILIARIZE THEM WITH CURRENT MODEL VEHICLE REPAIRS & SERVICES. THE DIVISION OF VEHICLES SHALL BE RESPONSIBLE FOR TRAVEL AND ROOM AND BOARD FOR THEIR TRAINEES.

CONTRACT NO: 4016025
J04824 : WARRANTY/WARRANTY REPAIR WORK:

VEHICLE WARRANTY SHALL BE THE STANDARD FACTORY WARRANTY COVERING A MINIMUM OF 36 MONTHS OR 36,000 MILES USAGE, WHICHEVER OCCURS FIRST, AND SHALL OTHERWISE BE EQUAL TO OR EXCEED THAT OFFERED TO THE GENERAL PUBLIC FOR REGULAR PRODUCTION MODELS.

A WRITTEN WARRANTY MUST BE FURNISHED WITH EACH NEW VEHICLE. THE MANUFACTURER WARRANTY SHALL BECOME EFFECTIVE ON THE DAY THAT THE NEW VEHICLE IS ACTUALLY PUT INTO SERVICE BY THE USING AGENCY.

SPECIFY WARRANTY:
BUMPER-TO-BUMPER: 3 YR/36,000 MILES
POWER TRAIN: 5 YR/100,000 MILES

CONTRACT NO: 4016025
J04825 : WARRANTY RESPONSIBILITY/RECALL AND SERVICE BULLETINS:

WARRANTY RESPONSIBILITY:
IT SHALL BE THE RESPONSIBLITY OF THE SUCCESSFUL BIDDER TO CONTACT THE MANAGER OF THE DIVISION OF VEHICLES WITHIN TEN (10) DAYS OF NOTIFICATION OF AWARD TO ARRANGE PROCEDURES CONCERNING THE PROCESSING OF WARRANTY CLAIMS AND TO DESIGNATE PERSONNEL TO HANDLE SUCH CLAIMS.

RECALL AND SERVICE BULLETINS:
IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO ENSURE THAT ALL MANUFACTURER'S RECALL AND SERVICE BULLETINS PERTAINING TO THE VEHICLES PURCHASED ARE SENT TO THE DEPT. OF CENTRAL MANAGEMENT SERVICES, DIVISION OF VEHICLES, 200 EAST ASH STREET, SPRINGFIELD, IL 62706. THE MANUFACTURER SHALL PLACE THE DIVISION OF VEHICLES ON IT'S DEALER MAILING LIST TO RECEIVE THIS INFORMATION.

LOCAL GOVERNMENTAL UNITS SHALL BE CONTACTED INDIVIDUALLY.

CONTRACT NO: 4016025
J04826 : FACTORY REBATE:

IF DURING THE CONTRACT PERIOD THE STATE OR LOCAL GOVERNMENTAL UNIT BECOMES ELIGIBLE TO RECEIVE A FACTORY REBATE FOR ANY VEHICLES PURCHASED UNDER THIS CONTRACT, THE VENDOR SHALL INFORM THE STATE OR LOCAL GOVERNMENTAL UNIT OF THE PROCEDURE FOR OBTAINING SUCH REBATE(S).

ELIGIBLE LOCAL GOVERNMENTAL UNITS SHALL BE CONTACTED INDIVIDUALLY.

CONTRACT NO: 4016025
J04829 : CREDITS, REFUNDS, AND REBATES:

THE STATE AND LOCAL GOVERNMENTAL UNITS EXPECT TO RECEIVE ANY ADDITIONAL REDUCTIONS IN PRICING THAT MAY BE OFFERED BY THE MANUFACTURER, DEALER, OR GOVERNMENTAL BODY THAT MAY BECOME AVAILABLE ON PURCHASES DURING THE TERM OF THE CONTRACT. FOR EXAMPLE, IF AN ENERGY BILL CONTAINS A REVISED FEDERAL TAX INCENTIVE PROGRAM FOR HYBRID VEHICLES. ALTHOUGH THE HYBRID VEHICLE TAX CREDIT MAY NOT BE OF ANY DIRECT BENEFIT TO A NON-TAXPAYING ORGANIZATION SUCH AS THE STATE, PROVISIONS OF AN ENERGY BILL CREDIT NOT TAKEN BY NON-TAXPAYING ORGANIZATIONS MAY BE TAKEN BY THE DEALER WHO SELLS THE VEHICLE. IN THIS EXAMPLE, THE STATE AND LOCAL GOVERNMENTAL UNITS WOULD EXPECT TO SEE A PRICE REDUCTION EQUAL TO THE AMOUNT OF THE BENEFIT REALIZED BY THE DEALER FOR A QUALIFIED PURCHASE.

IN ANY CIRCUMSTANCES DURING THE CONTRACT PERIOD WHEREUPON THE STATE OF ILLINOIS OR A LOCAL GOVERNMENTAL UNIT BECOMES ELIGIBLE FOR A FACTORY REBATE FOR ANY VEHICLES PURCHASED UNDER THIS CONTRACT, IT SHALL BE THE VENDOR'S RESPONSIBILITY TO INFORM THE STATE OR LOCAL GOVERNMENTAL UNIT OF THE PROCEDURE FOR OBTAINING SUCH REBATE(S).

CONTRACT NO: 4016025
J04844 : MOST FAVORED CUSTOMER CLAUSE:

THE VENDOR AWARDED THE CONTRACT MUST CERTIFY THAT ALL OF THE PRICES, TERMS, WARRANTIES AND BENEFITS OFFERED TO THE STATE SHALL BE EQUAL TO OR BETTER THAN THOSE BEING OFFERED BY VENDOR TO ANY PRESENT CUSTOMER IN THE STATE OF ILLINOIS. IF THE VENDOR, DURING THE TERM OF THIS CONTRACT, ENTERS INTO ARRANGEMENTS WITH ANY OTHER CUSTOMER IN ILLINOIS PROVIDING MORE FAVORABLE PRICES, TERMS, WARRANTIES, OR BENEFITS FOR THE SAME VEHICLE, THOSE FAVORABLE PRICES, TERMS, WARRANTIES AND BENEFITS SHALL BE OFFERED TO THE STATE FROM THE DATE THEY WERE FIRST OFFERED TO ANY CUSTOMER IN ILLINOIS.

CONTRACT NO: 4016025
J08010 : COURT OF CLAIMS:

VEHICLES MUST BE DELIVERED AND INVOICE RECEIVED PRIOR TO AUGUST 1ST OF EACH YEAR OR THE VENDOR MAY BE REQUIRED TO GO TO THE COURT OF CLAIMS FOR PAYMENT. FUNDING FROM WHICH PAYMENT IS TO BE MADE FOR LAPSES AUGUST 31ST OF EACH YEAR.

CONTRACT NO: 4016025
S06002 : GENERAL THIRD PARTY FINANCING PROCEDURES:

THE STATE RESERVES THE RIGHT TO USE THIRD PARTY FINANCING.

1. THE STATE MAY ISSUE TO THE SUCCESSFUL VENDOR, AN INTENT TO PURCHASE DOCUMENT IN LIEU OF A PURCHASE ORDER OR RELEASE ORDER. THIS DOCUMENT SHALL ADVISE THE SUCCESSFUL VENDOR OF THE STATE'S INTENT TO PURCHASE EQUIPMENT THAT WILL BE PAID FOR BY A THIRD PARTY FINANCING COMPANY. THE VENDOR IS REQUESTED TO BEGIN THE PROCESS TO FILL THE ORDER AND MAKE DELIVERY. IN THE EVENT THAT THE DELIVERY SCHEDULE MAY CHANGE, THE VENDOR SHALL NOTIFY THE STATE IMMEDIATELY.

2. THE STATE WILL ADVISE THE SUCCESSFUL VENDOR OF THE NAME, ADDRESS, TELEPHONE NUMBER, AND CONTACT PERSON FOR THE THIRD PARTY FINANCING COMPANY.

3. THE THIRD PARTY FINANCING VENDOR OR CENTRAL MANAGEMENT SERVICES, BUREAU OF STRATEGIC SOURCING AND PROCUREMENT WILL ADVISE THE SUCCESSFUL VENDOR REGARDING DISPOSITION OF EQUIPMENT TITLE(S), CERTIFICATE OF ACCEPTANCE, AND THE PROCEDURE FOR SUBMITTING OTHER APPLICABLE PAPERWORK REQUIRED TO BE COMPLETED PRIOR TO THE EXECUTION OF PAYMENT.

4. THE STATE MUST APPROVE THE APPROPRIATE CERTIFICATE(S) OF ACCEPTANCE AT THE AGENCY LEVEL, AND FORWARD THEM TO THE THIRD PARTY FINANCING COMPANY. PAYMENT WILL BE MADE BY THE THIRD PARTY FINANCING COMPANY DIRECTLY TO THE SUCCESSFUL VENDOR UPON RECEIPT OF CERTIFICATE(S) OF ACCEPTANCE FROM THE STATE.

VENDOR NAME AND ADDRESS

MILES CHEVROLET NISSAN
GMAC
BOX 3160
DECATUR, IL 62524-3160

PRIME VENDOR: N
CONTRACT BEGIN DATE: 02/25/10

CONTRACT NO: 4016025
PYMT TERMS: NONE
DELIVERY: 120 DAYS ARO
VENDOR NO:
BUSINESS CLASS CODE: NNLEN
LEGAL STATUS: CORP W/O MEDICAL OR TAX EXEMPT
CONTRACT END DATE: 02/24/12

CONTACT NAME: TOM WENE
CONTACT PHONE: (800) 888-1237
CONTACT FAX: (217) 872-2069
CONTACT E-MAIL: TWENE@MILESCHEVROLET.COM

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	COMMODITY CODE: 5012-052-1030 VEHICLE, UTILITY TYPE, 4-DOOR, 4X2, V-8 FLEX-FUEL ENGINE, POLICE PURSUIT RATED	60.000	EACH	N/A	$ 23,856.00000

BASIC UNIT TO INCLUDE:
1. ALL STANDARD EQUIPMENT, NO DELETIONS
2. POLICE PURSUIT RATED
3. V-8 FLEX-FUEL ENGINE
4. AUTOMATIC TRANSMISSION
5. UNDERBODY SKID PLATE
6. LOCKING REAR DIFFERENTIAL
7. TIRES AND WHEELS:
   WHEELS: STEEL WITH STD. HUB CAPS
   TIRES: P265/60/R17 ALL SEASON POLICE H-RATED, TO INCLUDE SAME SIZE SPARE WITH UNDERBODY TIRE CARRIER
8. POWER BRAKES: FRONT AND REAR ANTI-LOCK
9. BATTERY: 730 AMP (MIN)
10. ALTERNATOR: 160 AMP (MIN)
11. TINTED GLASS, ALL WINDOWS
12. POWER WINDOWS AND DOOR LOCKS
13. REAR WINDOW DEFOGGER
14. DRIVER AND PASSENGER SIDE AIR BAGS WITH PASSENGER SENSING SYSTEM,
15. CRUISE CONTROL
16. INTERMITTENT WIPERS
17. AUXILIARY POWER OUTLETS, FRONT AND REAR
18. SEATS:
    FRONT: CLOTH BUCKET, POWER
    REAR: VINYL 60/40 SPLIT BENCH
19. VINYL FLOOR COVERING
20. 6" SPOTLIGHT MOUNTED ON LEFT SIDE A-POST, MAY BE DEALER INSTALLED
21. DRIVER AND PASSENGER SIDE-MOUNTED ASSISTANCE STEPS

MFG. ORDER CUT-OFF DATE: 05/26/11

ESTIMATED DELIVERY TIME: 90-120 DAYS

STANDARD COLORS AVAILABLE:

EXTERIOR	INTERIOR
BLACK	EBONY OR CASHMERE
WHITE	EBONY OR CASHMERE
SILVER	EBONY OR CASHMERE
GRAY	EBONY OR CASHMERE
MOCHA STEEL	EBONY OR CASHMERE
RED	EBONY OR CASHMERE
GOLD	CASHMERE

VENDOR: MILES CHEVROLET NISSAN
:
CONTRACT NO: 4016025
BRAND: CHEVROLET MODEL: TAHOE POLICE

00002	COMMODITY CODE: 5012-055-0107 OPTION, SECURE IDLE IGNITION OVERRIDE SWITCH, MAY BE DEALER INSTALLED	1.000	EACH	N/A	$ 160.00000

VENDOR: MILES CHEVROLET NISSAN
:
CONTRACT NO: 4016025

00003	COMMODITY CODE: 5012-055-0100	1.000	EACH	N/A	$ 63.00000

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00003	CONTINUED..... OPTION, ENGINE BLOCK HEATER FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025				
00004	COMMODITY CODE: 5012-055-0110 OPTION, DUAL HEAVY-DUTY 730 CCA BATTERIES FOR THE ABOVE REFERENCED VEHICLE VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 97.75000
00005	COMMODITY CODE: 5012-055-0111 OPTION, CARPETING IN LIEU OF VINYL FLOOR COVERING FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 161.50000
00006	COMMODITY CODE: 5012-055-0116 OPTION, DISABLE INTERIOR REAR DOOR HANDLES FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 55.00000
00007	COMMODITY CODE: 5012-055-0117 OPTION, DISABLE REAR DOOR LOCKS FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 55.00000
00008	COMMODITY CODE: 5012-055-0120 OPTION, WIRING FOR HORN/SIREN CIRCUIT INLINE CONNECTION FOR CUSTOMER FURNISHED SWITCH FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 30.60000
00009	COMMODITY CODE: 5012-055-0108 OPTION, HEADLAMP AND TAIL LAMP FLASHER SYSTEM FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 338.00000
00010	COMMODITY CODE: 5012-055-0103 OPTION, IGNITION KEY SET FOR THE ABOVE REFERENCED VEHICLE. (NO REMOTE) VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 40.50000
00011	COMMODITY CODE: 5012-055-0113	1.000	SET	N/A	$ 63.75000

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00011	CONTINUED..... OPTION, REMOTE KEYLESS ENTRY FLEET PACKAGE, (TO INCLUDE SIX (6) ADDITIONAL REMOTES) FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025				
00012	COMMODITY CODE: 5012-055-0157 OPTION, COMMON KEY CODE FOR VEHICLE FLEET, FOR THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 21.25000
00013	COMMODITY CODE: 5012-055-0504 OPTION, DELETE DAY-TIME RUNNING LIGHTS ON THE ABOVE REFERENCED VEHICLE. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 1.00000
00014	COMMODITY CODE: 5012-055-0500 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF ONE (1) VEHICLE TO A LOCAL GOVERNMENTAL UNIT. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 275.00000
00015	COMMODITY CODE: 5012-055-0501 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF A MINIMUM OF TWO OR MORE VEHICLES TO A LOCAL GOVERNMENTAL UNIT. VENDOR: MILES CHEVROLET NISSAN : CONTRACT NO: 4016025	1.000	EACH	N/A	$ 225.00000

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

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.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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.

LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Contract #: _____

Address: _____ City/State/ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: _____

Email: _____

Participation: [ ] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[ ] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Print Name	Print Name
Firm Name	Firm Name
Date	Date

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

Notary Public_____.

SEAL

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: _____

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.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal <u>must</u> be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

[X] FULL MBE WAIVER [X] 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.

[X] (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

[ ] (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

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

[ ] (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

[ ] (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

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

[ ] (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

[ ] (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

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) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

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 addresses 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:

_____ 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.

11-45-157

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) X 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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Miles Chevrolet, Inc D/B/A: _____ EIN NO.: 37-0981664

Street Address: 150 W Pershing Rd

City: Decatur State: IL Zip Code: 62526

Phone No.: 217-872-2020

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Pat Dawson	150 W. Pershing Rd Decatur, Il	
VT Inc	PO Box 795 Shawnee Mission KS 66201	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Miles Chevrolet, Tom Wene
Name of Authorized Applicant/Holder Representative (please print or type)

Fleet Manager
Title

Tom Wene
Signature

11-18-11
Date

twene@milescheurolet.com
E-mail address

217 872-2070
Phone Number

Subscribed to and sworn before me this 18th day of Nov., 2011.

"OFFICIAL SEAL"
VIC CASTELLI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-29-2012

My commission expires:

X Vic Castelli
Notary Public Signature

Notary Seal

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

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

X There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Tom Wone — 11-18-11

Owner/Employee's Signature — Date

Subscribe and sworn before me this 18TH Day of November, 2011

a Notary Public in and for Macon County

Vic Castelli

(Signature)

"OFFICIAL SEAL"
VIC CASTELLI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-29-2012

NOTARY PUBLIC SEAL

My Commission expires _____

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A 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: Miles Chevrolet Inc

BUSINESS ADDRESS: 150 W Pershing Road
Decatur, IL 62526

BUSINESS TELEPHONE: 217 872-2070 FAX NUMBER: 217 872-2069

CONTACT PERSON: Tom Wene

FEIN: 37-0981664 *IL CORPORATE FILE NUMBER: 04688104

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Larry VanTuyl VICE PRESIDENT: Pat Dawson

SECRETARY: Robert T Holcomb TREASURER: Robert T Holcomb

**SIGNATURE OF PRESIDENT:

ATTEST: Robert T Holcomb (CORPORATE SECRETARY)

Subscribed and sworn to before me this

1st day of December, 20 11.

My commission expires:

Sept. 30, 2014

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

x Angela L. Sylvester
Notary Public Signature

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 POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Toni Preckwinkle
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Cox
COOK COUNTY PURCHASING AGENT

Tabel Reinhold
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 11 DAY OF January, 20 12

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

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

11-45-157

OR

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

TOTAL AMOUNT OF CONTRACT: $ 120,405.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED AS TO FORM:

_____
ASSISTANT STATE'S ATTORNEY