

BIDDER: SASAFRASJET, LLC

*WJ*  
*10/24/11*

**CONTRACT FOR SUPPLY**

**DOCUMENT NO. 11-53-063 REBID**



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

**RESPONSES WILL BE DUE ON TUESDAY, OCTOBER 25, 2011 AT 10:00 A.M.  
LATE RESPONSES WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL, 60602**

**REVERSE AUCTION EVENT WILL BE HELD ON MONDAY, OCTOBER 31, 2011  
STARTING AT 10:00 A.M.**

**CONTACT: KEVIN CASEY, SPECIFICATION ENGINEER, AT 312-603-6830  
EMAIL: kevin.casey@cookcountyil.gov**

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

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**DEC 01 2011**

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**REQ# 97246**

**06011**

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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## INSTRUCTIONS TO BIDDERS

### IB-01 DEFINITIONS

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

### IB-02 PREPARATION OF PROPOSALS

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

### IB-03 SITE INSPECTION CERTIFICATE

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

#### **IB-04 BID DEPOSIT**

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

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

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

#### **IB-05 EXCEPTIONS**

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

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

#### **IB-06 BIDDER WARRANTIES**

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

**IB-07 SUBMISSION OF BID PROPOSALS**

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Purchasing Agent, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING**  
**COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

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

**IB-09 COMPETENCY OF BIDDER**

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

**IB-10 LOCAL BUSINESS PREFERENCE**  
**COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

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

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

**IB-11 CONSIDERATION OF BID PROPOSALS**

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

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

**IB-12 WITHDRAWAL OF BID PROPOSALS**

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

**IB-13 ACCEPTANCE OF PROPOSALS**

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

**IB-14 PERFORMANCE AND PAYMENT BOND**

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

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

**IB-15 PRICES FIRM**

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

**IB-16 CASH BILLING DISCOUNTS**

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

**IB-17 CATALOGS**

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

**IB-18 AUTHORIZED DEALER/DISTRIBUTOR**

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

**IB-19 TRADE NAMES**

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

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

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

**IB-20 SAMPLES**

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

**IB-21 NOTICES**

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

**IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

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

**IB-23 COOPERATION WITH INSPECTOR GENERAL**

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

**END OF SECTION**

**GENERAL CONDITIONS  
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**GENERAL CONDITIONS  
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## GENERAL CONDITIONS

### GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

### GC-02 INSPECTION AND RESPONSIBILITY

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

### GC-03 INSURANCE

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

### GC-04 PAYMENT

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

### GC-05 PREPAID FEES

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

### GC-06 TAXES

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

#### **GC-07 PRICE REDUCTION**

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

#### **GC-08 CONTRACTOR CREDITS**

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

#### **GC-09 DISPUTES**

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

#### **GC-10 DEFAULT**

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

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

#### **GC-11 COUNTY'S REMEDIES**

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

#### **GC-12 CONTRACTOR'S REMEDIES**

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

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

#### **GC-13 DELAYS**

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

#### **GC-14 MODIFICATIONS AND AMENDMENTS**

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

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

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

#### **GC-15 PATENTS, COPYRIGHTS AND LICENSES**

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

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

#### **GC-16 COMPLIANCE WITH LAWS**

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

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

**GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**I. POLICY AND GOALS**

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

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

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

**A. MBE/WBE Utilization Plan**

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

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

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

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

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

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

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

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

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

3. **Joint Venture Affidavit**

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

**B. Reduction/Waiver Petition**

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

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting a Reduction/Waiver Request.**

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

#### **B. Denying a Reduction/Waiver Request.**

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

### **IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

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

### **V. NON-COMPLIANCE**

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

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

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

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

**GC-18 MATERIAL DATA SAFETY SHEET**

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

**GC-19 CONDUCT OF THE CONTRACTOR**

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

**GC-20 ACCIDENT REPORTS**

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

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

**GC-21 USE OF PREMISES**

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

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

**GC-22 GENERAL NOTICE**

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

**GC-23 TERMINATION FOR CONVENIENCE**

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

**GC-24 GUARANTEES AND WARRANTIES**

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

**GC-25 STANDARD OF CONTRACT GOODS**

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

**GC-26 DELIVERY**

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

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

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

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

#### **GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

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

#### **GC-28 QUANTITIES**

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

#### **GC-29 AUDIT; EXAMINATION OF RECORDS**

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

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

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

#### **GC-30 GOVERNING LAW**

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

### **GC-31 COOPERATION WITH INSPECTOR GENERAL**

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

### **GC-32 WAIVER**

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

### **GC-33 ENTIRE CONTRACT**

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

### **GC-34 FORCE MAJEURE**

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

### **GC-35 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

### **GC-36 CONTRACT INTERPRETATION**

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

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

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

### **END OF SECTION**

SPECIAL CONDITIONS**SC-01            SCOPE**

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

**SC-02            CONTRACT PERIOD**

This is a requirement contract effective for thirty-six (36) months after award by the Board of Commissioners and after proper execution of the Contract Documents

Prior to the completion of the initial term, the County shall have the option to renew this contract for an additional two, one (1) year periods. The vendor shall maintain, for the entirety of the stated additional periods, the same mark-up, terms, and conditions included within the originally awarded contract.

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

**SC-03            AWARD OF CONTRACT**

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

**SC-04            MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

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

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals this Project. The bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response will (may) be deemed nonresponsive and will not be considered for award.

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

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

SPECIAL CONDITIONS

**SC-05 PRE-BID CONFERENCE**

The County will hold a Pre-Bid Conference at the Office of the Purchasing Agent, 118 N. Clark St, Room 1018, Chicago, IL 60602. Representatives from the Purchasing Department and Using Departments will comprise the panel to respond to answer any questions regarding Unleaded and Diesel Fuel and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Dan Gizzi at 312 603-6825 or e-mail dan.gizzi@cookcountyil.gov on or before Monday, October 17, 2011, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference

DATE: Tuesday, October 18, 2011

TIME: 9:00 am

PLACE: Cook County Office of the Purchasing Agent  
118 N. Clark St, Room 1018  
Chicago, IL 60602

**SC-06 INQUIRIES**

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. on Thursday, October 20, 2011. Inquiries will be answered by the close of business on Friday, October 21, 2011.**

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

Maria De Lourdes Coss, CPPO  
Cook County Purchasing Agent  
c/o Dan Gizzi, Specifications Engineer  
118 N. Clark Street, Room 1018  
Chicago, IL 60602  
Or via email to dan.gizzi@cookcountyil.gov

**SC-07 PRICE ADJUSTMENT - INVOICING**

Invoicing shall be based on the average Chicago price posted in the Oil Price Information Service (OPIS) Rack for the day on which the fuel was delivered. The bidder shall add to this given price, his Markup as bid in this contract. The Markup, as bid, will remain fixed throughout the life of the Contract. **Note: OPIS price in this contract is based on September 29, 2011 OPIS posting.**

SPECIAL CONDITIONS

**SC-08 DEFINITIONS**

“**Biodiesel**” shall mean an alternative Fuel consisting of an Ultra Low Sulfur No. 2 Diesel Fuel and a requested blend of soybean oil.

“**OPIS Averages**” shall mean the fuel pricing service provided by the **Oil Price Information Service**, an industry benchmark for pricing Fuel and other commodities. This Contract shall use the daily rack averages as established by the OPIS Rack Averages.

“**Fuel**” shall mean any Fuel product obtained through this Contract. Fuel product shall include Unleaded E10 gasoline, Ultra Low Sulfur No. 2 Diesel, Ultra Low Sulfur No. 2 Biodiesel, and a Ultralow Winter Distillate.

“**Markup**” shall mean the amount of money the vendor chooses to calculate into the bid, above and beyond the Rack price per gallon of fuel and the applicable taxes per gallon assessed against that fuel. Markup is defined as both positive and negative numbers. Markup may include, but is not necessarily limited to, cost of transportation to the State's locations, miscellaneous vendor overhead costs, blending fees, and the vendor's desired margin of profit. **The vendor's markup figure is the basis for award of this contract**

**SC-09 GASOLINE & DIESEL FUEL TAXES**

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

	<u>Unleaded</u>	<u>Diesel</u>
Illinois State Motor Fuel Tax:	\$.19	\$.215
Illinois Environmental Impact Fee:	\$.008	\$.008
Underground Storage Tank Fee:	\$.003	\$.003
Cook County Motor Fuel Tax:	\$.06	\$.06
Leaking Underground Storage Tax	\$.001	\$.001
Federal Oil Spill Recovery Fee:	<u>\$.0003</u>	<u>\$.0012</u>
Total Taxes	\$.2623	\$.2882

State and local governments are exempt from the Federal 18.4 cent per gallon gasoline, 13.2 cent per gallon gasohol and 24.4 cent per gallon diesel fuel tax. It is the responsibility of the vendor to provide and process the required exemption certificates, and to not invoice state agencies for the federal tax.

**SC-10 PAYMENT**

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

**SC-11 TESTING**

Cook County reserves the right to take random samples from product delivered and have an “Independent Test Laboratory” perform tests to determine the conformance to specifications. Gasolines which do not meet requirements of this specification shall be rejected, and when so ordered by the Purchasing Agent, they shall be removed by the contractor at his own expense and shall be replaced with gasolines which meet the requirements within the delivery date specified. If the Contractor fails to comply with these requirements, the contract may be terminated at the discretion of the Purchasing Agent.

SPECIAL CONDITIONS

**SC-12 DELIVERY SCHEDULE**

Fuel is to be delivered to the Customer's tank(s) by metered tank wagons or metered tank trucks within 48 hours after telephone notification is received unless specified otherwise by the Department.

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

**SC-13 DELIVERY TIME**

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

**SC-14 AFTER HOURS**

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

**SC-15 QUANTITIES**

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

**SC-16 PRE-AWARD MEETING**

The Contractor must attend a Pre-Award Meeting conducted at the time and place designated by the County, if required. All parties in the Contractor's organization having a supervisory or managerial role in this contract for Diesel & Unleaded Fuel shall be in attendance. The County reserves the right to inspect the bidder's and subcontractors' facilities and other operations under their management prior to the award of this sealed bid.

**SC-17 BILLING**

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

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

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

COOK COUNTY FOREST PRESERVE DISTRICT  
536 N. HARLEM AVE.  
RIVER FOREST, IL 60305  
ATTN: MAINTENANCE DEPARTMENT

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

SPECIAL CONDITIONS

**SC-18 SHIPPING CHARGES**

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

**SC-19 INSURANCE**

**Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

**1. Coverages**

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

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

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

SPECIAL CONDITIONS**SC-19      INSURANCE (CON't.)****(c)      Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

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

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

In addition to the coverages and limits specified above, Contractor and SubContractors of any tier shall secure and maintain a limit of liability no less than:

- a. \$2,000,000 each occurrence for all liability
- b. \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

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

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

**(b)      Qualification of Insurers**

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

**(c)      Insurance Notices**

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

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

SPECIAL CONDITIONS**SC-20 ONLINE REVERSE AUCTION EVENT PROCEDURES**

The Cook County Office of the Purchasing Agent will accept bids for DIESEL AND UNLEADED FUEL for COOK COUNTY AGENCIES using an **Online Reverse Auction Process** managed and hosted by Accenture. The date and time of the Online Reverse Auction event is October 31, 2011. The Online Reverse Auction Process will be conducted in accordance with Cook County Code of Ordinances purchasing provisions, the procedures of the Office of the Cook County Purchasing Agent and the specifications for this Bid. The Online Reverse Auction Event will be the process used to determine final pricing. By submitting a bid through the Online Reverse Auction Process, the bidder agrees to abide by the terms and conditions of the County's and Purchasing Agent's ordinances, policies and procedures for the purchase of goods and services, the terms and conditions of the Online Reverse Auction Process and the terms and specifications for this bid.

Vendors interested in bidding on this contract are required to submit this bid document ("Response or Responses") in the bid box in Room 1018 of the Cook County Building prior to the bid submission date indicated on the front page of this document.

Any responses received after the time and date set is considered late. No late responses will be considered. Bidder responses shall be opened in the presence of a representative from the Cook County Purchasing Office at the time, date and place designated on the cover page of this document. A list of respondents shall be made available.

A condition of participation in the Online Reverse Auction is that Vendors complete all bid proposal forms and be deemed responsive to all requirements and responsible to perform the services or provide the goods. Such determination will be a pre-requisite to participation in the live reverse auction event. Any vendor who fails to meet all requirements will be deemed non-responsive.

The Purchasing Agent reserves the right to prohibit vendors who are deemed non-responsive from participating in the online reverse auction.

**Online Reverse Auction Rules**

- Office of the Purchasing Agent shall provide written notice to each bidder via email regarding the bidder's inclusion or exclusion from the qualified bidders list.
- Accenture shall work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: configuration of the auction computer system, testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
- During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. Accenture will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
- Accenture will keep an event record, which will include the prices offered by the bidders. The event record will become part of the contract documents and a public record at the conclusion of the event.
- The bidder interface will be configured such that a bidder will not know the identity of competing bidders until the event is complete.
- Accenture will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered will become the price portion of the bid response.

SPECIAL CONDITIONS

**SC-20 ONLINE REVERSE AUCTION EVENT PROCEDURES**

- Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
- The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension shall be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
- The event will conclude at either the scheduled stop time or the time at which all extensions are completed, whichever is later.
- After the conclusion of the auction event, the County will consider the qualifications summary and the price offered during the auction event to determine the lowest responsive and responsible bidder.

The department reserves the right to reject any and all bid responses.

**SC-21 PROJECT TIMELINE**

**ACTIVITY**

Bidders Register to Attend the Pre-Bid Conference  
Pre-Bid Conference Meeting  
Questions Due From Bidders  
Addendum Issued  
Bid Responses Due  
Bidders Notified If They Pre-qualify to Participate in Rev. Auction  
Vendor Training Conducted by Accenture  
Reverse Auction Event

**DATE**

October 17, 2011  
October 18, 2011  
October 20, 2011  
October 21, 2011  
October 25, 2011  
October 26, 2011  
October 27-28, 2011  
October 31, 2011

SPECIFICATIONS**S-1 UNLEADED GASOLINE**

For all delivery sites requiring unleaded gasoline, the Contractor agrees to provide unleaded Gasoline E10 with an anti-knock index "(R+M)/2" of at least 87.

Gasoline and Gasoline-Oxygenate Blends. (as defined in this regulation) shall meet the following requirements:

The most recent version of ASTM D 4814, "Standard Specification for Automotive Spark-Ignition Engine Fuel," except that volatility standards for conventional unleaded gasoline blended with ethanol and EPA specified SIP Gasoline with ethanol shall meet but not be more restrictive than those adopted under the rules, regulations, and Clean Air Act waivers of the U.S. Environmental Protection Agency (which includes rules promulgated by the State). Reformulated Gasoline and SIP Gasoline not specified with a waiver shall conform to all federal regulations and the most recent version of ASTM D 4814 without exception. Conventional Gasoline blended with ethanol shall be blended under any of the following three options:

- The base gasoline used in such blends shall meet the requirements of ASTM D 4814, or
- The blend shall meet the requirements of ASTM D 4814, or
- The base gasoline used in such blends shall meet all the requirements of ASTM D 4814 except distillation, and the blend shall meet the distillation requirements of the ASTM specification.

Blends of conventional gasoline and ethanol and EPA specified SIP Gasolines with ethanol shall not exceed the ASTM D 4814 vapor pressure standards by more than 1.0 psi for blends containing 9 to 10 volume percent ethanol during the EPA vapor pressure control period and for all blends outside the EPA control period.

Blends of gasoline and ethanol shall not possess a 50% evaporated distillation temperature lower than 150°F for any ASTM D 4814 volatility class or the base gasoline shall not possess a 50% evaporated temperature lower than 170°F for any ASTM D 4814 volatility class.

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

The gasoline shall be volatile hydrocarbon fuels.

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

When applicable the Vendor and/or Contractor shall assume all responsibility and expense for obtaining any and all permits (fee or non-fee) and shall pay all taxes required in complying with City, Local, County, or State Laws, Code or Ordinances.

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

SPECIFICATIONS**S-2 DIESEL FUEL BLEND (95% NO. 2 DIESEL AND 5% BIODIESEL)**

The Specification describes a blend of 95% Grade No. 2 Diesel, and 5% Biodiesel for use in Diesel engines. Wherever reference is made herein to any other specification or standard, it shall mean the latest revision thereof in effect at the time of invitation to bid. Diesel fuel to contain anti-gel additive.

In 2008, ASTM adopted a specification for biodiesel blends of B5 or less.

The Biodiesel component shall meet the American Society for Testing and Materials (ASTM) D 6751 specification for pure Bio-Diesel before blending with petrodiesel. The final blend shall conform to ASTM D975 standard specifications, and any ASTM revision thereafter.

Flash point:	Fahrenheit 125 minimum.
Water and Sediment % by volume:	0.05 maximum.
Distillation:	640 Max Physical, 673 Max. Simulated
Kinematic Viscosity 104 degrees F	1.9-4.1 at mm <sup>2</sup> /sec.
Copper strip corrosion:	No. 3 maximum
Cetane rating	40 Minimum
Lubricity, HFRR @ 140 degrees F:	520 Max.
Sulphur percent by weight to conform with local EPA regulations (Federal regulations not to exceed 0.29%).	

**S-3 SPECIAL BLENDED FUEL**

The Specification describes a blend of 70% Grade No. 2 Diesel, 25% Grade No. 1 Diesel, and 5% Biodiesel for use in Diesel engines. Blending is required to prevent congealing of diesel fuel in low temperature conditions. Fuel provided must be blended by contractor to ensure it is suitable for satisfactory operation of the equipment for which its use is intended at the temperatures that can reasonably be expected to occur. Blended fuels may only be invoiced at the actual quantity of each gallon of each fuel grade delivered. If an extra fee is required for blending, it must be included in the Vendor Markup.

The Diesel Fuel Blend requested will be a blended mix of Number 1, Number 2, and Biodiesel that will conform with the requirements of ASTM designation D975-10c, except that number 1 will have a minimum Cetane number of 45. The Diesel Fuel Grade Number 2 will conform with the requirements of ASTM designation D975-10c, except that Number 2 will have a maximum sulfur content of 0.5%, Cetane number minimum of 45.

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

SPECIFICATIONS

DELIVERY SITES AND TANK CAPACITIES

COOK COUNTY SHERIFF'S POLICE

Cook County Sheriff's Police  
 2323 S. Rockwell Avenue  
 Chicago, Illinois

Unleaded Tank Size: 20,000 Gallon  
 Diesel Fuel Tank Size: 5,000 Gallon

Delivery: Monday thru Friday. Twenty-four hour receiving available.

COOK COUNTY HIGHWAY DEPARTMENT

Cook County Highway Dept. Facility #1  
 2325 Meacham Road  
 Schaumburg, Illinois

Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 10,000 Gallon

Cook County Highway Dept. Facility #2  
 9801 Ballard Road  
 Des Plaines, Illinois

Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 10,000 Gallon

Cook County Highway Dept. Facility #3  
 26<sup>th</sup> Street & Beach Avenue  
 La Grange Park, Illinois

Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 10,000 Gallon

Cook County Highway Dept. Facility #4  
 135<sup>th</sup> Street & 89<sup>th</sup> Avenue  
 Orland Park, Illinois

Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 10,000 Gallon

Cook County Highway Dept. Facility #5  
 135<sup>th</sup> Street & Roll Avenue  
 Riverdale, Illinois

Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 10,000 Gallon

All Sites: Minimum Load Order Will Be 300 Gallons Per Location.  
 Normal Delivery & Filling Working Hours Shall Be Monday Thru Friday, 7:00 A.M. To 3:00 P.M., Excluding Federal Holidays.  
 All Deliveries Shall Be Performed During Normal Working Hours.

SPECIFICATIONSDELIVERY SITES AND TANK CAPACITIES (CON'T.)FOREST PRESERVE DISTRICT

Salt Creek Nursery  
 500 Ogden Avenue  
 Western Springs, Illinois  
 Unleaded Tank Size: 1,000 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Salt Creek Division  
 17<sup>th</sup> Avenue, Salt Creek  
 North Riverside, Illinois  
 Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Skokie Forestry Headquarters  
 1140 Harms Road  
 Glenview, Illinois  
 Unleaded Tank Size: 250 Gallon  
 Diesel Fuel Tank Size: 750 Gallon

Sag Valley Div. Headquarters  
 12201 W. McCarthy Road  
 Palos Park, Illinois  
 Unleaded Tank Size: 1,500 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Tinley Creek Div. Headquarters  
 13800 S. Harlem Avenue  
 Orland Park, Illinois  
 Unleaded Tank Size: 2,000 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Tinley Creek Forestry  
 6797 W. 147<sup>th</sup> Street  
 Oak Forest, Illinois  
 Unleaded Tank Size: 2,000 Gallon  
 Diesel Fuel Tank Size: 2,000 Gallon

Thorn Creek Division  
 Thornton Road, 1 Mile E. Of Town  
 Thornton, Illinois  
 Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Poplar Creek Headquarters  
 Golf Road Between  
 Barrington Road & Route 59  
 Unleaded Tank Size: 1,000 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

SPECIFICATIONS

**DELIVERY SITES AND TANK CAPACITIES (CON'T.)**

**FOREST PRESERVE DISTRICT**

Deer Grove Maintenance Building  
 North Side Of Dundee Road at Smith Road  
 Palatine, Illinois

Unleaded Tank Size: 750 Gallon  
 Diesel Fuel Tank Size: 250 Gallon

Calumet Division Headquarters  
 1926 W. 91<sup>st</sup> Street  
 Chicago, Illinois

Unleaded Tank Size: 2,000 Gallon  
 Diesel Fuel Tank Size: 2,000 Gallon

Central Garage/Warehouse  
 1<sup>st</sup> Avenue & Roosevelt Road  
 Maywood, Illinois

Unleaded Tank Size: 2,500 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Skokie Division Headquarters  
 1720 Cherry Street  
 Northfield, Illinois

Unleaded Tank Size: 1,000 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Thorn Creek Resource Management  
 184<sup>th</sup> And Stony Island  
 Lansing, Illinois

Unleaded Tank Size: 750 Gallon  
 Diesel Fuel Tank Size: 250 Gallon

Crab Tree Nature Center  
 Stover Road, 1 Mile North  
 Of Algonquin Road  
 Barrington, Illinois

Unleaded Tank Size: 500 Gallon  
 Diesel Fuel Tank Size: No Tank

SPECIFICATIONS

DELIVERY SITES AND TANK CAPACITIES (CON'T.)

FOREST PRESERVE DISTRICT

Des Plaines Division  
 801 N. River Road  
 Prospect, Illinois  
 Unleaded Tank Size: 1,500 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Indian Boundary Division  
 8800 W. Belmont Avenue  
 Chicago, Illinois  
 Unleaded Tank Size: 4,000 Gallon  
 Diesel Fuel Tank Size: 2,000 Gallon

North Branch Division  
 6633 Harts Road  
 Niles, Illinois  
 Unleaded Tank Size: 1,500 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

Northwest Division  
 3500 S. Rohtwing Road  
 Rolling Meadows, Illinois  
 Unleaded Tank Size: 500 Gallon  
 Diesel Fuel Tank Size: 1,500 Gallon

Northwest Forestry Headquarters  
 640 Cosman Road  
 Elk Grove Village, Illinois  
 Unleaded Tank Size: 500 Gallon  
 Diesel Fuel Tank Size: 1,500 Gallon

Palos Division  
 99<sup>th</sup> & Willow Springs Road  
 Willow Springs, Illinois  
 Unleaded Tank Size: 2,000 Gallon  
 Diesel Fuel Tank Size: 500 Gallon

All Sites: Minimum Load Order Will Be 300 Gallons Of Unleaded Gasoline, And Special Blend Diesel Fuel Combined Per Location.  
 Normal Delivery & Filling Working Hours Shall Be Monday Thru Friday, 7 A.M. To 3 P.M., Excluding Federal Holidays.  
 All Deliveries Shall Be Performed During Normal Working Hours.

SPECIFICATIONS

PRICING SAMPLE

Markup is the amount of money the vendor chooses to calculate into the contract, above and beyond the Rack price per gallon of fuel and the applicable taxes per gallon assessed against that fuel. Markup may include, but is not necessarily limited to, cost of transportation to the County locations, miscellaneous vendor overhead costs, blending fees, and the vendor's desired margin of profit. **The Vendor Markup figures that are quoted shall remain firm during the contract period. No increase in the markup figure will be allowed.**

EXAMPLE:

1.	GALLON	5,000	SPECIAL BLENDED DIESEL FUEL (70% NO. 2 DIESEL, 25% NO. 1 DIESEL, AND 5% BIODIESEL), AS PER SPECIFICATIONS HEREIN.	
			<u>\$2.9072</u> x <u>.70</u> =	<u>\$2.0350</u> #2 DIESEL OPIS
			<u>\$3.1771</u> x <u>.25</u> =	<u>\$0.7943</u> #1 DIESEL OPIS
			<u>\$4.7500</u> x <u>.05</u> =	<u>\$0.2375</u> B100 BIODIESEL OPIS
			+ <u>\$0.2882</u>	TOTAL TAXES
	Vendor must indicate if their markup is a Price Over Cost (+) or Price Under Cost (-)	—————→	+/- <u>\$ 0.05</u>	VENDOR MARKUP
			= \$ <u>3.4050</u>	PRICE PER GALLON
			= \$ <u>17,025.00</u>	TOTAL

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

$$\begin{array}{r}
 \underline{\$2.0350} + \underline{\$0.7943} + \underline{\$0.2375} + \underline{\$0.2882} + \underline{\$0.05} = \underline{\$3.4050} \\
 \text{\#2 DIESEL} \quad \text{\#1 DIESEL} \quad \text{BIODIESEL} \quad \text{TAXES} \quad \text{MARKUP} \quad \text{PRICE PER GALLON}
 \end{array}$$

$$\begin{array}{r}
 \underline{\$3.4050} \times \underline{5,000} = \underline{\$17,025.00} \\
 \text{PRICE PER} \quad \text{QUANTITY} \quad \text{GRAND} \\
 \text{GALLON} \quad \quad \quad \text{TOTAL}
 \end{array}$$

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 11-53-063 REBID for DIESEL AND UNLEADED FUEL for VARIOUS COOK COUNTY DEPARTMENTS, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	
1.	GALLON	1,000,000	UNLEADED GASOLINE, DELIVERIES UNDER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.	
				<u>\$2.7066</u> UNLEADED OPIS
				+ <u>\$0.2623</u> TOTAL TAXES
				<b>+/- <u>\$ ONLINE ONLY</u> VENDOR MARKUP</b>
				<b>= <u>\$ ONLINE ONLY</u> PRICE PER GALLON</b>
				<b>= <u>\$ ONLINE ONLY</u> TOTAL</b>
2.	GALLON	470,000	UNLEADED GASOLINE, DELIVERIES OVER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.	
				<u>\$2.7066</u> UNLEADED OPIS
				+ <u>\$0.2623</u> TOTAL TAXES
				<b>+/- <u>\$ ONLINE ONLY</u> VENDOR MARKUP</b>
				<b>= <u>\$ ONLINE ONLY</u> PRICE PER GALLON</b>
				<b>= <u>\$ ONLINE ONLY</u> TOTAL</b>
3.	GALLON	50,000	B5 BIO-DIESEL BLEND FUEL, DELIVERIES UNDER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.	
				<u>\$2.9072</u> x <u>.95</u> = <u>\$2.7618</u> #2 DIESEL OPIS
				<u>\$4.7500</u> x <u>.05</u> = <u>\$0.2375</u> B100 BIODIESEL OPIS
				+ <u>\$0.2882</u> TOTAL TAXES
				<b>+/- <u>\$ ONLINE ONLY</u> VENDOR MARKUP</b>
				<b>= <u>\$ ONLINE ONLY</u> PRICE PER GALLON</b>
				<b>= <u>\$ ONLINE ONLY</u> TOTAL</b>

PROPOSAL

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
4.	GALLON	140,000	B5 BIO-DIESEL BLEND FUEL, DELIVERIES OVER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.
		<u>\$2.9072</u> x <u>.95</u> =	<u>\$2.7618</u> #2 DIESEL OPIS
		<u>\$4.7500</u> x <u>.05</u> =	<u>\$0.2375</u> B100 BIODIESEL OPIS
		+ <u>\$0.2882</u>	TOTAL TAXES
		<b>+/- <u>\$ ONLINE ONLY</u></b>	<b>VENDOR MARKUP</b>
		= <b><u>\$ ONLINE ONLY</u></b>	PRICE PER GALLON
		= <b><u>\$ ONLINE ONLY</u></b>	TOTAL
5.	GALLON	450,000	SPECIAL BLENDED DIESEL FUEL (70% NO. 2 DIESEL, 25% NO. 1 DIESEL, AND 5% BIODIESEL), DELIVERIES UNDER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.
		<u>\$2.9072</u> x <u>.70</u> =	<u>\$2.0350</u> #2 DIESEL OPIS
		<u>\$3.1771</u> x <u>.25</u> =	<u>\$0.7943</u> #1 DIESEL OPIS
		<u>\$4.7500</u> x <u>.05</u> =	<u>\$0.2375</u> B100 BIODIESEL OPIS
		+ <u>\$0.2882</u>	TOTAL TAXES
		<b>+/- <u>\$ ONLINE ONLY</u></b>	<b>VENDOR MARKUP</b>
		= <b><u>\$ ONLINE ONLY</u></b>	PRICE PER GALLON
		= <b><u>\$ ONLINE ONLY</u></b>	TOTAL

PROPOSAL

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
6.	GALLON	375,000	SPECIAL BLENDED DIESEL FUEL (70% NO. 2 DIESEL, 25% NO. 1 DIESEL, AND 5% BIODIESEL), DELIVERIES OVER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.
		<u>\$2.9072</u> x <u>.70</u> =	<u>\$2.0350</u> #2 DIESEL OPIS
		<u>\$3.1771</u> x <u>.25</u> =	<u>\$0.7943</u> #1 DIESEL OPIS
		<u>\$4.7500</u> x <u>.05</u> =	<u>\$0.2375</u> B100 BIODIESEL OPIS
		+ <u>\$0.2882</u>	TOTAL TAXES
		<b>+/- <u>\$ ONLINE ONLY</u></b>	<b>VENDOR MARKUP</b>
		<b>= <u>\$ ONLINE ONLY</u></b>	<b>PRICE PER GALLON</b>
		<b>= <u>\$ ONLINE ONLY</u></b>	<b>TOTAL</b>

**GRAND TOTAL: \$ ONLINE ONLY**

DELIVERY DATE: ONE BUSINESS DAY  
 (NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. 2 Date: 10/24/11  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

*WJ*

**Cook County - Office of the Purchasing Agent  
 REVERSE AUCTION BID FOR SASAFRASNET, LLC  
 HELD ON OCTOBER 31, 2011**



Item No.	Description	Qty	UoM	B100				Total Taxes	Sasafrastrnet, LLC Mark-up Price		Sasafrastrnet Grand Total
				Unleaded OPIS	#2 Diesel OPIS	#1 Diesel OPIS	Biodiesel OPIS				
1	Unleaded, Gasoline Deliveries Under 3,000 Gallons	1,000,000	Gallons	\$2.7066				\$0.2623	\$0.06	\$	3,028,900.00
2	Unleaded, Gasoline Deliveries Over 3,000 Gallons	470,000	Gallons	\$2.7066				\$0.2623	\$0.06	\$	1,423,583.00
3	B5 Bio-Diesel Blend Fuel Under 3,000 Gallons	50,000	Gallons		\$2.7618			\$0.2882	\$0.04	\$	166,375.00
4	B5 Bio-Diesel Blend Fuel Over 3,000 Gallons	140,000	Gallons		\$2.7618			\$0.2882	\$0.04	\$	465,850.00
5	Spend Blend Diesel Fuel Under 3,000 Gallons	450,000	Gallons		\$2.0350	\$0.7943		\$0.2882	\$0.04	\$	1,527,750.00
6	Spend Blend Diesel Fuel Over 3,000 Gallons	375,000	Gallons		\$2.0350	\$0.7943		\$0.2882	\$0.04	\$	1,273,125.00
<b>Grand Total</b>		<b>2,485,000</b>								<b>\$</b>	<b>7,885,583.00</b>

PROPOSAL

QUICK PAYMENT DISCOUNTS

Cook County is working hard to reduce budgets, engage in strategic sourcing, and streamline internal processes. Consequently, Cook County has initiated a Quick Payment program. The Quick Payment program serves the purpose of both benefiting Cook County and the vendor community. The County will be able to purchase goods and services in a timelier manner while improving vendor relations. Vendors will benefit from reduced collection periods and improved capital charges. This will allow the vendor community to also reduce opportunity costs and improve strategic planning capabilities. In the chart below please provide what quick payment discounts your company is willing to offer. This will be used for informational purposes.

Quick Payment Discounts

1	What payment terms would your company propose for this program?		
2	Is there a prompt payment discount that your company would be willing to offer? If so, please provide details	EARLY PAYMENT	% DISCOUNT
		NET 30	1 %
		NET 20	1.2 %
		OTHER	

BIDDER: SASAFRASNET, LLC

TONI PRECKWINKLE  
PRESIDENT

MARIA de LOURDES COSS  
PURCHASING AGENT



118 N. CLARK STREET  
ROOM 1018  
CHICAGO, ILLINOIS 60602  
TEL: 312-603-5370  
FAX: 312-603-3179

ADDENDUM NO. 1

DATE: OCTOBER 13, 2011

DIESEL & UNLEADED FUEL  
FOR  
VARIOUS COOK COUNTY FACILITIES

CONTRACT NO. 11-53-063

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

A. General:

This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Bid Form:

Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.

D. Filing:

Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

MBF  
10/24/11

E. Proposal Pages P-1 and P-2

Change From: Remove Proposal Pages P-1 and P-2

Change To: Insert Attached Pages P-1A Through P-3A

F. The following clause is added to the special conditions section

**SC-22 COOPERATIVE PURCHASING**

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

G. Change in delivery of bid on cover page

- Insert new cover sheet
  - Deliver bids to 118 N. Clark Street Room 1018, Chicago, IL 60602 on October 25, 2011

H. Change in delivery of bid on SC-20 ONLINE REVERSE AUCTION PROCEDURES

- Submit bid documents to room 1018 and not room 569

I. Exhibit A – Tank Size and Fuel Usage

- Adding in Exhibit A – Tank Size and Fuel Usage

J. Exhibit B – Freedom of Information Act

- Adding in Exhibit B – Freedom of Information Act

  
ORIGINATED BY: *10/18/11*  
KEVIN CASEY  
SPECIFICATIONS ENGINEER

  
MARIA de LOURDES COSS *BRZ*  
PURCHASING AGENT  
OF COOK COUNTY



BIDDER: SASAPRASNET, LLC

**CONTRACT FOR SUPPLY**

**DOCUMENT NO. 11-53-063 REBID**



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

**RESPONSES WILL BE DUE ON TUESDAY, OCTOBER 25, 2011 AT 10:00 A.M.  
LATE RESPONSES WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL, 60602**

**REVERSE AUCTION EVENT WILL BE HELD ON MONDAY, OCTOBER 31, 2011  
STARTING AT 10:00 A.M.**

**CONTACT: KEVIN CASEY, SPECIFICATION ENGINEER, AT 312-603-6830  
EMAIL: kevin.casey@cookcountyil.gov**

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

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**REQ# 97246**

**0601**

A handwritten signature in the bottom right corner of the page.

Proposal

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 11-53-063 REBID for DIESEL AND UNLEADED FUEL for VARIOUS COOK COUNTY DEPARTMENTS, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1.	GALLON	1,000,000	UNLEADED GASOLINE, DELIVERIES UNDER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.
			<u>\$3.3358</u> UNLEADED OPIS
			+ <u>\$0.2623</u> TOTAL TAXES
			+/- \$ <u>ONLINE</u> VENDOR MARKUP
			= \$ <u>ONLINE</u> PRICE PER GALLON
			= \$ <u>ONLINE</u> TOTAL
2.	GALLON	470,000	UNLEADED GASOLINE, DELIVERIES OVER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.
			<u>\$3.3358</u> UNLEADED OPIS
			+ <u>\$0.2623</u> TOTAL TAXES
			+/- \$ <u>ONLINE</u> VENDOR MARKUP
			= \$ <u>ONLINE</u> PRICE PER GALLON
			= \$ <u>ONLINE</u> TOTAL
3.	GALLON	50,000	B5 BIO-DIESEL BLEND FUEL, DELIVERIES UNDER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.
			<u>\$3.3126</u> x <u>.95</u> = <u>\$3.1470</u> #2 DIESEL OPIS
			<u>\$4.3400</u> x <u>.05</u> = <u>\$0.2170</u> B100 BIODIESEL OPIS
			+ <u>\$0.2882</u> TOTAL TAXES
			+/- \$ <u>ONLINE</u> VENDOR MARKUP
			= \$ <u>ONLINE</u> PRICE PER GALLON

4. GALLON 140,000 = \$            **ONLINE**            **TOTAL**  
 B5 BIO-DIESEL BLEND FUEL, DELIVERIES OVER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.

\$3.3126 x .95 = \$3.1470 #2 DIESEL OPIS  
\$4.3400 x .05 = \$0.2170 B100 BIODIESEL OPIS  
 + \$0.2882 TOTAL TAXES  
 +/- \$            **ONLINE**            **VENDOR MARKUP**  
 = \$            **ONLINE**            **PRICE PER GALLON**  
 = \$            **ONLINE**            **TOTAL**

5. GALLON 450,000 SPECIAL BLENDED DIESEL FUEL (70% NO. 2 DIESEL, 25% NO. 1 DIESEL, AND 5% BIODIESEL), DELIVERIES UNDER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.

\$3.3126 x .70 = \$2.3188 #2 DIESEL OPIS  
\$3.5641 x .25 = \$0.8910 #1 DIESEL OPIS  
\$4.3400 x .05 = \$0.2170 B100 BIODIESEL OPIS  
 + \$0.2882 TOTAL TAXES  
 +/- \$            **ONLINE**            **VENDOR MARKUP**  
 = \$            **ONLINE**            **PRICE PER GALLON**  
 = \$            **ONLINE**            **TOTAL**

6. GALLON 375,000 SPECIAL BLENDED DIESEL FUEL (70% NO. 2 DIESEL, 25% NO. 1 DIESEL, AND 5% BIODIESEL), DELIVERIES OVER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.

\$3.3126 x .70 = \$2.3188 #2 DIESEL OPIS  
\$3.5641 x .25 = \$0.8910 #1 DIESEL OPIS  
\$4.3400 x .05 = \$0.2170 B100 BIODIESEL OPIS  
 + \$0.2882 TOTAL TAXES  
 +/- \$            **ONLINE**            **VENDOR MARKUP**



BIDDER: SASAFRASJET, LLC

**THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT**

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gainer	10 <sup>th</sup> Dist.
Robert Steele	2 <sup>nd</sup> Dist.	John P. Daley	1 <sup>st</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Fritchey	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Lawrence Suffredin	13 <sup>th</sup> Dist.
Deborah Sims	5 <sup>th</sup> Dist.	Gregg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schneider	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		



**COUNTY OF COOK  
BUREAU OF FINANCE**

**OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**MARIA DE LOURDES COSS  
CHIEF PROCUREMENT OFFICER**

County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5370

**ADDENDUM NO. 2**

**DATE: OCTOBER 21, 2011**

**DIESEL & UNLEADED FUEL  
FOR  
VARIOUS COOK COUNTY FACILITIES**

**CONTRACT NO. 11-53-063 REBID**

**TO: ALL BIDDERS OF RECORD**

**SUMMARY – GENERAL**

**A. General:**

This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

**B. Bid Form:**

Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

**C. Attachments:**

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.

**D. Filing:**

Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

107 241 11 *WJG*

E. Proposal Pages P-1A and P-2A – Updated Quantities

Change From: Remove Proposal Pages P-1A and P-2A

Change To: Insert Attached Pages P-1B through P-4B

F. Questions

1. If the early payments are accepted, what method would be available?

**The method will be reviewed with the Contractor upon the County's acceptance of the quick payment terms that are agreed upon.**

2. What are the County's quick pay terms?

**Bidders are asked to provide their payment terms for informational purposes listed on Proposal Page P-4B.**

3. What penalties are accepted above net 30 days?

**Penalty payments are not being assessed at this time.**

4. What has your payment history been for fuel vendors?

**Currently payments are made between 45 to 60 days. However, bidders should keep in mind that invoices over \$100,000.00 must be approved by the Cook County Board.**

5. Will the vendor get payment from two separate entities?

**Yes, the Cook County Forest Preserve District and Cook County Government.**

6. How many reverse auctions have been performed by Cook County?

**Cook County has held multiple reverse auctions since 2009.**

7. Do you want to split the quantities?

**No. The quantities listed on the Proposal Pages are for the Sheriff's Police Department, Highway Department and Forest Preserve District. These Departments will order fuel on an as needed basis, and deliveries should be made to the locations listed in the bid document.**

8. Why not put 7,000 gallons per transport load?

**Some deliveries will be greater than 7,000 gallons and some will be less. The attached proposal pages breaks the deliveries into smaller loads (under 3,000 gallons) and larger loads (over 3,000 gallons)**

9. Can a vendor pull addendums prior to registration?

**No, a vendor must register on the Cook County website before a bid or addendum can be viewed or downloaded.**

10. Can a bid be submitted on October 25, 2011?

**The bid response must be in the Bid Box in Room 1018 prior to 10:00 a.m. on October 25, 2011. The reverse auction will be held on October 31, 2011 starting at 10:00 a.m. Bidders cannot submit pricing prior to the Reverse Auction Event.**

11. Is there flexibility to the 25% MBE and 10% WBE?

**The MBE/WBE requirements were set by the Cook County Office of Contract Compliance, and are required for this bid.**

12. In Bio-Diesel Fuel, what is the reporting purchase?

**The OPIS Rack Average price on the day of delivery will be the reporting purchase for all fuel.**

13. What exactly needs to be submitted with recording of invoice?

Vendor shall submit their invoice, 29A Form, and OPIS Sheet for the delivery date. The invoice should include the following information: Date of delivery, amount of delivery, location, and type of fuel that was delivered, and should be sent to the Using Department that placed the order.

14. Is there a Bid Deposit or Performance Bond required for this contract?

No. Neither a Bid Deposit or Performance Bond is required for this bid.

15. When can we review who attended the Pre Bid meeting.

The Pre-Bid Attendance Sheet is attached to this addendum.

16. Are the previous bid results obtainable?

Yes, they can be obtained by requesting a FOIA to Maureen Walsh at [maureen.walsh@cookcountyil.gov](mailto:maureen.walsh@cookcountyil.gov). A FOIA Form is attached to this addendum.

17. What is the local business preference?

The 2% local bidders preference will be included in the basis of award. In order to determine the low bidder, after the reverse auction has been finalized, then the bidders will be ranked from lowest to highest.

If the low bidder is a local business located in Cook County, then the evaluation process will begin with that firm. If at the end of the reverse auction process, the low bidder is not a local business located in Cook County, then 2% will be added to the low bidder total bid and the bids will be restacked to determine the order of the bids for evaluation purposes.

Once the low bidder is determined, the bid will be awarded to the low bidder at their actual bid price.

For example, three bids are received:

BIDDER	BID AMOUNT	LOCATION	INITIAL RANK
BIDDER A	\$105,000.00	DUPAGE COUNTY	3
BIDDER B	\$100,000.00	WILL COUNTY	1
BIDDER C	\$101,000.00	COOK COUNTY	2

After the 2% preference is assessed to all the bidders who are not in Cook County, then the bids will be re-evaluated as follows:

BIDDER	BIDS INCLUDE 2% PREFERNCE TO NON-LOCAL COOK COUNTY BIDDERS	INITIAL RANK
BIDDER A	\$105,000.00	3
BIDDER B	\$102,000.00	2
BIDDER C	\$101,000.00	1

In this case, the bid will be awarded to bidder C for \$101,000.00

  
ORIGINATED BY:  
KEVIN CASEY  
SPECIFICATIONS ENGINEER

  
MARIA de LOURDES COSS *BK*  
PURCHASING AGENT  
OF COOK COUNTY

*UPJ*

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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](http://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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**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: SASAFRASNET, LLC  
 Address: 980 N. Michigan Ave., Suite 1449, Chicago 60611  
 E-mail: upayne@sasafrasnet.com  
 Contact Person: Wice PAYNE, JR. Phone: 312-328-7252  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: 90 %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
 \*Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: West Fuels, Inc.  
 Address: 72 S. LaGrange Rd. #7, LaGrange, IL. 60525  
 E-mail: dstange@westfuels.com  
 Contact Person: Deborah Stange Phone: 708-588-1900  
 Dollar Amount Participation: \$ TBD  
 Percent Amount of Participation: 10% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed. (See attached subcontract proposal + quote)

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



# Sasafrasnet, LLC

October 24, 2011

**VIA E-MAIL**

Cook County, Illinois  
Office of Contract Compliance  
c/o Mr. Eli Washington  
Chicago, IL

Dear Mr. Washington:

**Re: Certification Application of Sasafrasnet, LLC**

As President and Managing Member of Sasafrasnet, LLC ("Sasafrasnet"), I hereby certify that I and the other members of Sasafrasnet (Virgis Colbert and Maurice Lucas) personally invested not less than \$444,000 each in cash into the Sasafrasnet checking account at JPMorgan Chase Bank, N.A. ("Chase") to fund the equity capital required for the acquisition of 15 Mobil-branded gas stations on February 13, 2007 and 10 BP-branded gas stations on March 31, 2009. The Chase representative who can verify these direct personal cash deposits is Richard B. Bennett ([richard.b.bennett@chase.com](mailto:richard.b.bennett@chase.com); office telephone no.: 262-717-7536). The audited financial statements of Sasafrasnet, as prepared by the independent audit firm of Baker Tilly, reflect this equity capital contribution. In support of this certification, I have provided the capital account table prepared by the independent accounting firm of Deloitte & Touche LLP ("Deloitte"), who prepares the annual federal and state tax returns for Sasafrasnet, and a copy of my Schedule K-1 prepared by Deloitte which reflects my current capital account.

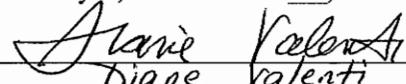


Ulice Payne, Jr.  
President

State of Wisconsin )  
: SS  
Milwaukee County )

This document was signed before me by Ulice Payne, Jr. on October 24, 2011.

[SEAL]



( Diane Valenti )  
Notary Public, State of Wisconsin  
My commission expires 6/14/15

**Chicago**  
One Magnificent Mile Center  
980 North Michigan Avenue, Suite 1400  
Chicago, IL 60611  
Phone: 312 214-3944  
Fax: 312 214-3510

**Milwaukee**  
13555 Bishops Court, Suite 100  
Brookfield, WI 53005  
Phone: 262-797-0972  
Fax: 262-797-0975

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

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EDWIN REYES

1st Dist.  
2nd Dist.  
3rd Dist.  
4th Dist.  
5th Dist.  
6th Dist.  
7th Dist.  
8th Dist.

PETER N. SILVESTRI  
BRIDGET GAINER  
JOHN P. DALEY  
JOHN A. FRITCHEY  
LARRY SUFFERDIN  
GREGG GOSLIN  
TIMOTHY O. SCHWEIDER  
JEFFREY R. TOBOLSKI  
ELIZABETH ANN GODDY GORMAN

9th Dist.  
10th Dist.  
11th Dist.  
12th Dist.  
13th Dist.  
14th Dist.  
15th Dist.  
17th Dist.



June 15, 2011

COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-5502  
FAX (312) 603-4547

Mr. Ulice Payne  
President  
Sasafrasnet, LLC  
980 North Michigan Avenue Ste. 1400  
Chicago, IL 60611

Annual Certification Expires: June 15, 2012

Dear Mr. Payne:

We are pleased to inform you that Sasafrasnet, LLC has been certified as an MBE (6) by Cook County Government. This MBE (6) certification is valid until June 15, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by June 15, 2012.

As a condition of continued certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as an MBE (6) vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

**FUEL DISTRIBUTOR**

Your participation on County contracts will be credited toward MBE (6) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward MBE (6) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall  
Director

LH/ehw



**LETTER OF INTENT (SECTION 2)**

MWBE Firm: \_\_\_\_\_

Contract #: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Race/Gender: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:      Direct            Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No      Yes – Please attach explanation.

Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE 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 MWBE 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 (MWBE)

\_\_\_\_\_  
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

**Ulice Payne Jr**

*UPJ*  
*10/24/11*

**From:** Deborah Stange [dstange@westfuels.com]  
**Sent:** Monday, September 19, 2011 11:41 AM  
**To:** Ulice Payne Jr  
**Subject:** RE: Cook County Freight Quote  
**Attachments:** Cook County Certification Letter.pdf; Cook County Bid 2011.xls

Hello Ulice,

Attached please find a subcontract proposal for the Cook County bid. It is the same as we submitted for this bid with another vendor, and is for supply and delivery of fuel. I am also sending our certification letter. Please call if you require any additional information. Thank you.

Deborah Stange

**WEST FUELS, INC.**  
 72 S. La Grange Rd. #7  
 La Grange, IL 60525

P: 708.588.1900  
 F: 708.588.8289  
 E: [dstange@westfuels.com](mailto:dstange@westfuels.com)  
 W: [www.westfuels.com](http://www.westfuels.com)  
 Certified WBE/DBE

---

**From:** Ulice Payne Jr [mailto:[upayne@sasafrasnet.com](mailto:upayne@sasafrasnet.com)]  
**Sent:** Friday, September 16, 2011 1:03 PM  
**To:** [dstange@westfuels.com](mailto:dstange@westfuels.com)  
**Subject:** Cook County Freight Quote

Per our conversation, please provide a quote for freight for the attached sites as soon as possible. Attached is the profile of Sasafrasnet.

Ulice Payne, Jr.  
 President  
 Sasafrasnet, LLC  
 13555 Bishops Court  
 Suite 100  
 Brookfield, WI 53005  
 262.797.0970 | 262.797.0975 FAX  
 312.988.4828 - Chicago Office

*This electronic mail transmission contains information from Esquire Petroleum LLC which is confidential and is intended only for the use of the proper addressee. If you are not the intended recipient, please notify us immediately at the return address on this transmission or by telephone at 262-797-0970, and delete this message and any attachments from your system. Unauthorized use, copying, disclosing, distributing or taking any action in reliance on the contents of this transmission is strictly*

10/24/2011

*prohibited and may be unlawful.*

WJG  
10/24/11

\_\_\_\_\_ NOD32 6476 (20110919) Information \_\_\_\_\_

This message was checked by NOD32 antivirus system.  
<http://www.eset.com>

Name	Address	Annual Volume	Quote for Gas and Tankwagon Delivery
Cook County Hwy Dept Fac #3	26th & Beach Ave, LaGrange Park	5000	Daily Rack OPIS Average plus. 50
FP Salt Creek Nursery	500 Ogden Ave, Western Springs	4,239	Daily Rack OPIS Average plus. 50
FP Salt Creek Division	17th Ave, Salt Creek, N Riverside	19,871	Daily Rack OPIS Average plus. 50
FP Sag Valley Police	12201 W. McCarthy, Palos Park	46,699	Daily Rack OPIS Average plus. 50
Total		75,809	

*WJG*

*10/24/11*



## 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
<u>N/A</u>	<u>N/A</u>

**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: X No: \_\_\_\_\_

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

908 N. Michigan Ave., Suite 1449  
Chicago, IL 60611 (See: Real estate list)

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

Yes: X 274 No: \_\_\_\_\_

**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:

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): 16 properties owned in  
Cook County - See 2010  
Property tax bills w/PINs (Attached)  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

\_\_\_\_\_  
\_\_\_\_\_

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

SASAFRASNET, LLC REALE STATE OWNED IN COOK COUNTY

P.I.N.

29-24-200-005 0000  
11-30-423-014-0000  
11-30-423-015-0000  
29-12-126-023-0000  
29-12-126-024-0000  
29-12-126-025-0000  
29-12-126-026-0000  
29-12-126-027-0000  
29-12-126-028-0000  
29-12-126-029-0000  
24-10-419-035-0000  
24-10-419-036-0000  
24-10-419-037-0000  
24-10-419-038-0000  
24-10-419-039-0000  
15-09-304-043-0000  
29-21-200-075-0000  
14-29-303-001-0000  
20-16-202-001-0000  
20-04-405-037-0000  
20-02-318-037-0000  
14-32-315-022-0000  
14-19-100-001-0000  
17-19-429-038-0000  
17-19-429-032-0000  
17-19-429-031-0000  
17-19-429-030-0000  
17-16-245-014-0000  
17-16-245-005-0000  
14-16-100-004-0000  
14-16-100-001-0000

## 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  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: SASAFRASET, LLC D/B/A: \_\_\_\_\_ EIN NO: 33-1139311

Street Address: 980 North Michigan Avenue, Suite 1449

City: Chicago State: IL Zip Code: 60611

Phone No.: 312-214-3944

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each 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
Alice PAYNE, JR.	3534 So. 122nd Cpt., Greenfield, WI	52228-502
Virgins W. Colbert	706 Estwayn Bay, DR., Mequon, WI	53092-502

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 reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Alice PAYNE, JR. <sup>SASAFRANET, LLC</sup> President  
 Name of Authorized Applicant/Holder Representative (please print or type)

Alice Payne Jr.  
 Signature

apayne@sasafra.net.com  
 E-mail address

President, Managing Member  
 Title

10/24/11  
 Date

312-320-7252  
 Phone Number

Subscribed to and sworn before me this 24th day of Oct, 2011.

My commission expires: 6/14/15

x Amarie Valera  
 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](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  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*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.



**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**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: SASAFRANET, LLC  
BUSINESS ADDRESS: 980 N. Michigan Ave, Suite 1449  
Chicago, IL 60611  
BUSINESS TELEPHONE: 312-214-3944 FAX NUMBER: 312-214-3510  
CONTACT PERSON: Ullice PAYNE, JR  
FEIN: 33-1139311 \*IL CORPORATE FILE NUMBER: IBF # 38677768

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ullice PAYNE, JR VICE PRESIDENT: Virgils W. Colbert  
SECRETARY: CARMELLA R. PAYNE TREASURER: Ullice PAYNE, JR.  
\*\*SIGNATURE OF PRESIDENT: *Ullice Payne Jr.*  
ATTEST: *Carmella R Payne* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
24<sup>th</sup> day of October, 2011.

My commission expires: 6/14/15

X *Janie Valenti*  
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:

*Joni Prosser*

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes Cox*

COOK COUNTY PURCHASING AGENT

*Taher Rashed*

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS and DAY OF December, 2011.

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

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

10-53-063 RB

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 7,885,583<sup>00</sup>  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM  
*Julia [Signature]*  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

DEC 01 2011

COM \_\_\_\_\_