

BIDDER: H-O-H WATER TECHNOLOGY

**CONTRACT FOR SUPPLY**

**DOCUMENT NO. 12-53-436**



---

**WATER TREATMENT CHEMICALS  
FOR  
COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT**

**BIDS TO BE EXECUTED IN TRIPLICATE  
BID OPENING WILL BE ON FRIDAY, FEBRUARY 8, 2013 AT 10:00 A.M.  
LATE BIDS WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

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

**ISSUED BY THE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

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

**REQ# 106238**

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
INDEX**

| <b><u>Section</u></b> | <b><u>Subject</u></b>  | <b><u>Page</u></b> |
|-----------------------|--|--------------------|
| IB-01                 | Definitions  | IB-1               |
| IB-02                 | Preparation of Bid Proposals                                     | IB-1               |
| IB-03                 | Site Inspection Certificate                                      | IB-1               |
| IB-04                 | Bid Deposit  | IB-2               |
| IB-05                 | Exceptions   | IB-2               |
| IB-06                 | Bidder Warranties  | IB-2               |
| IB-07                 | Submission of Bid Proposals                                      | IB-3               |
| IB-08                 | Bid Proposals to Conform to Requirements<br>of Legal Advertising | IB-3               |
| IB-09                 | Competency of Bidder   | IB-3               |
| IB-10                 | Local Business Preference  | IB-3               |
| IB-11                 | Consideration of Bid Proposals                                   | IB-3               |
| IB-12                 | Withdrawal of Bid Proposals                                      | IB-4               |
| IB-13                 | Acceptance of Bid Proposals                                      | IB-4               |
| IB-14                 | Performance and Payment Bond                                     | IB-4               |
| IB-15                 | Prices Firm  | IB-4               |
| IB-16                 | Cash Billing Discounts   | IB-4               |
| IB-17                 | Catalogs   | IB-4               |
| IB-18                 | Authorized Dealer/Distributor                                    | IB-4               |
| IB-19                 | Trade Names  | IB-5               |
| IB-20                 | Samples  | IB-5               |
| IB-21                 | Notices  | IB-5               |
| IB-22                 | Compliance with Laws - Public Contracts                          | IB-5               |
| IB-23                 | Cooperation with Inspector General                               | IB-5               |

## 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. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer 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 Chief Procurement Officer a written request for a deviation or exception prior to the date and time of Bid Opening. If the Chief Procurement Officer considers such deviation or exception acceptable, the Chief Procurement Officer 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 Chief Procurement Officer, 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:

Chief Procurement Officer  
Office of the Chief Procurement Officer  
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 Chief Procurement Officer, 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 Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

"Local Business" shall mean a person 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 Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Chief Procurement Officer any documents required herein.

**IB-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 Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer in writing and necessary changes shall be effected by appropriate modification.

#### **IB-23 COOPERATION WITH INSPECTOR GENERAL**

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

#### **END OF SECTION**

**GENERAL CONDITIONS  
BID CONTRACTS  
INDEX**

| <b><u>Section</u></b> | <b><u>Subject</u></b>                                      | <b><u>Page</u></b> |
|-----------------------|--|--------------------|
| GC-01                 | Subcontracting or Assignment of Contract or Contract Funds | GC-1               |
| GC-02                 | Indemnification  | GC-1               |
| GC-03                 | Inspection and Responsibility                              | GC-1               |
| GC-04                 | Payment  | GC-1               |
| GC-05                 | Prepaid Fees   | GC-1               |
| GC-06                 | Taxes  | GC-2               |
| GC-07                 | Price Reduction  | GC-2               |
| GC-08                 | Contractor Credits   | GC-2               |
| GC-09                 | Disputes   | GC-2               |
| GC-10                 | Modifications and Amendments                               | GC-2               |
| GC-11                 | Default  | GC-3               |
| GC-12                 | County's Remedies  | GC-3               |
| GC-13                 | Contractor's Remedies                                      | GC-3               |
| GC-14                 | Delays   | GC-3               |
| GC-15                 | Insurance Requirements                                     | GC-4/6             |
| GC-16                 | Patents, Copyrights and Licenses                           | GC-6               |
| GC-17                 | Compliance with Laws                                       | GC-6               |
| GC-18                 | Delivery   | GC-6               |
| GC-19                 | MBE/WBE Cook County Ordinance                              | GC-7/10            |
| GC-20                 | Material Safety Data Sheet                                 | GC-10              |
| GC-21                 | Conduct of the Contractor                                  | GC-10              |
| GC-22                 | Accident Reports   | GC-11              |
| GC-23                 | Use of Premises  | GC-11              |
| GC-24                 | General Notice   | GC-11              |
| GC-25                 | Termination for Convenience                                | GC-11              |

**GENERAL CONDITIONS  
BID CONTRACTS  
INDEX**

| <b><u>Section</u></b> | <b><u>Subject</u></b>                      | <b><u>Page</u></b> |
|-----------------------|--|--------------------|
| GC-26                 | Guarantees and Warranties                  | GC-11              |
| GC-27                 | Standard of Contract Goods                 | GC-12              |
| GC-28                 | Confidentiality And Ownership Of Documents | GC-12              |
| GC-29                 | Quantities                                 | GC-12              |
| GC-30                 | Audit; Examination of Records              | GC-12              |
| GC-31                 | Governing Law                              | GC-13              |
| GC-32                 | Cooperation with Inspector General         | GC-13              |
| GC-33                 | Waiver                                     | GC-13              |
| GC-34                 | Entire Agreement                           | GC-13              |
| GC-35                 | Force Majeure                              | GC-13              |
| GC-36                 | Governmental Joint Purchasing Agreement    | GC-13              |
| GC-37                 | Cooperative Purchasing                     | GC-13              |
| GC-38                 | Federal Clauses                            | GC-14/21           |
| GC-39                 | Contract Interpretation                    | GC-22              |

## **GENERAL CONDITIONS**

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

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

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

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

### **GC-03 INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect 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 Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods 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-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 Chief Procurement Officer.

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

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

#### **GC-10 MODIFICATIONS AND AMENDMENTS**

The parties may 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. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

#### **GC-11 DEFAULT**

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

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

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

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

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate 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-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

#### **GC-14 DELAYS**

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

**GC-15 INSURANCE REQUIREMENTS**

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

**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

**GC-15 INSURANCE REQUIREMENTS (CON'T.)**

(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.

(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 Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$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.

**GC-15 INSURANCE REQUIREMENTS (CON'T.)**

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 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.

**GC-16 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-17 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications 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-18 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-19 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-19, 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-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 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.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**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-2 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.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**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.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**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-19, 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-20 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-21 CONDUCT OF THE CONTRACTOR**

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

**GC-22 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to 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-23 USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its 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-24 GENERAL NOTICE**

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

TO THE COUNTY:

Chief Procurement Officer  
County of Cook  
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-25 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-26 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-27 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-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of 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-29 QUANTITIES**

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

#### **GC-30 AUDIT: EXAMINATION OF RECORDS**

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

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

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

**GC-31 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy 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-32 COOPERATION WITH INSPECTOR GENERAL**

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

**GC-33 WAIVER**

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

**GC-34 ENTIRE CONTRACT**

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

**GC-35 FORCE MAJEURE**

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

**GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

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

**GC-37 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.

## GC-38 FEDERAL CLAUSES

### 1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

### 2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

### 3. Federal Interest in Patents

- (a) **General.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

### 4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

**GC-38 FEDERAL CLAUSES (CON'T.)**

- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

**GC-38 FEDERAL CLAUSES (CON'T.)**

5. **Records and Audits**

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

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

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

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

6. **Environmental Requirements**

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

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

**GC-38 FEDERAL CLAUSES (CON'T.)**

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**

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

8. **Cargo Preference - Use of United States Flag Vessels**

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

9. **Fly America**

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

**GC-38 FEDERAL CLAUSES (CON'T.)**

10. **No Federal Government Obligations to Third Parties**

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. **Allowable Costs**

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. **Trade Restrictions**

Contractor certifies that neither it nor any Subcontractor:

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**GC-38 FEDERAL CLAUSES (CON'T.)**

**13. Contract Work Hours and Safety Standards Act**

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

**14. Veteran's Preference**

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

**15. Copyright Ownership**

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

**GC-38 FEDERAL CLAUSES (CON'T.)**

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**GC-38 FEDERAL CLAUSES (CON'T.)**

21. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. **Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended**

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

### **GC-39 CONTRACT INTERPRETATION**

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

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

1. Addenda, if any.
2. 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 WATER TREATMENT CHEMICALS for COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT, in accordance with the Contract Documents, Specifications and Proposal herein.

**SC-02 CONTRACT PERIOD**

This is a thirty six (36) month contract with two, one (1) year renewal options effective after award by the Board of Commissioners and after proper execution of the Contract Documents. The contract will consist of a firm price for thirty six (36) months. Price increases or decreases are not to exceed three percent (3%) for the renewal options, and are at the discretion of the Chief Procurement Officer. Contractor must provide justification for the price adjustment.

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/SITE INSPECTION**

The County will hold a Pre-Bid Conference at Cook County Office of the Chief Procurement Officer, 118 N. Clark Street, Room 1018, Chicago IL 60602. Representatives from the Procurement Department and the Cook County Department of Facilities Management will comprise the panel to respond to answer any questions regarding the Water Treatment Chemicals and Invitation to Bid procedures. It is not mandatory that the bidders attend this Pre-Bid Conference, however it is highly recommended.

Prospective Proposers must respond to Kevin Casey at 312-603-6830 or email [kevin.casey@cookcountyil.gov](mailto:kevin.casey@cookcountyil.gov) before Friday, January 18, 2013 at 10:00 A.M. Central Time, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

DATE: Tuesday, January 22, 2013  
 TIME: 9:00 a.m.  
 Place: Cook County Office of the Chief Procurement Officer  
 118 N. Clark Street, Room 1018,  
 Chicago IL 60602

| <u>Date/Time</u>   | <u>Facility</u>  |
|--|--|
| Tuesday, January 22, 2013<br>Starting at 9:00 a.m.<br>Pre-Bid Conference/Site Inspection | Cook County Building<br>118 N. Clark Street<br>Chicago, Illinois                           |
| Tuesday, January 22, 2013<br>Site Inspection   | Domestic Violence<br>555 W. Harrison<br>Chicago, Illinois                                  |
| Tuesday, January 22, 2013<br>Site Inspection   | Juvenile Detention Center<br>2245 W. Ogden Ave, 5 <sup>th</sup> Floor<br>Chicago, Illinois |
| Tuesday, January 22, 2013<br>Site Inspection   | Forensic Institute<br>2121 W. Harrison<br>Chicago, Illinois                                |
| Tuesday, January 22, 2013<br>Site Inspection   | Rockwell Warehouse<br>2323 S. Rockwell<br>Chicago, Illinois                                |
| Tuesday, January 22, 2013<br>Site Inspection   | Cook County Powerhouse<br>3045 S. Sacramento<br>Chicago, Illinois                          |

SPECIAL CONDITIONS

**SC-05 PRE-BID CONFERENCE/SITE INSPECTION (con't.)**

|   |   |
|---|---|
| Wednesday, January 23, 2013<br>Starting at 9:00 a.m.<br>Site Inspection | 3 <sup>rd</sup> District Courthouse<br>2121 W. Euclid<br>Rolling Meadows, Illinois              |
| Wednesday, January 23, 2013<br>Site Inspection.                         | 2 <sup>nd</sup> District Courthouse<br>5600 W. Old Orchard Road<br>Skokie, Illinois             |
| Wednesday, January 23, 2013<br>Site Inspection                          | 4 <sup>th</sup> District Courthouse<br>Harrison and 1 <sup>st</sup> Avenue<br>Maywood, Illinois |
| Wednesday, January 23, 2013<br>Site Inspection                          | 5 <sup>th</sup> District Courthouse<br>10220 S. 76 <sup>th</sup> Ave<br>Bridgeview, Illinois    |
| Wednesday, January 23, 2013<br>Site Inspection                          | 6 <sup>th</sup> District Courthouse<br>16501 S. Kedzie Ave<br>Markham, Illinois                 |

**SC-06 INQUIRIES**

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. Monday, January 28, 2013. Inquiries will be answered by the close of business on Friday, February 1, 2013.**

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

Shannon Andrews  
Cook County Acting Chief Procurement Officer  
c/o Kevin Casey, Specifications Engineer  
118 N. Clark Street, Room 1018  
Chicago, IL 60602  
Or via email to [kevin.casey@cookcountyil.gov](mailto:kevin.casey@cookcountyil.gov)

Contact Info for Specifications Engineer No. 53  
Kevin Casey: 312 603-6830, [kevin.casey@cookcountyil.gov](mailto:kevin.casey@cookcountyil.gov)

SPECIAL CONDITIONS

**SC-07 DELIVERY LOCATIONS**

All deliveries shall be made to:

Cook County Power House/Chiller Plant  
3045 S. Sacramento  
Chicago, IL 60623  
Chief Engineer: Jim Vall (773) 869-6269

2nd District Courthouse  
5600 Old Orchard Road  
Skokie, IL 60076  
Chief Engineer: Jack Callaghan (847) 818-2401

3rd District Courthouse  
2121 Euclid Avenue  
Rolling Meadows, IL 60008  
Chief Engineer: Jack Callaghan (847) 818-2401

4th District Courthouse  
1500 S. Maybrook  
Maywood, IL 60153  
Chief Engineer: Brian Barron (708) 865-4855

5th District Courthouse  
10202 S. 76th Avenue  
Bridgeview, IL 60354  
Chief Engineer: Stan Mikuzis (708) 974-6293

6th District Courthouse  
16501 S. Kedzie  
Markham, IL 60426  
Chief Engineer: Mike O'Sullivan (708) 210-4158

Cook County Building  
118 North Clark Street  
Chicago, IL 60602  
Chief Engineer: John Biangmano (312) 603-5548

Institute Of Forensic Medicine  
2121 W. Harrison  
Chicago, IL 60647  
Chief Engineer: Al Kavalauskas (312) 997-4402

Juvenile Temporary Detention Center  
1100 South Hamilton  
Chicago, IL 60612  
Chief Engineer: Joe Washington (312) 433-6693

SPECIAL CONDITIONS

**SC-07 DELIVERY LOCATIONS (con't)**

Juvenile Center West Addition  
2245 W. Ogden  
Chicago, Il 60612-4284  
Chief Engineer: Mary Wadsworth (312) 433-6693

Cook County Warehouse  
2323 S. Rockwell  
Chicago, Il 60608  
Chief Engineer: Scott O'Neil (773) 843-6080

Domestic Violence  
555 W. Harrison  
Chicago, Il  
Chief Engineer: Jim O'Shea (312) 446-0427

**SC-08 NOTIFICATION**

Do not deliver until notified by Using Department

**SC-09 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS**

Procedures for deliveries utilizing the dock for R.J. Daley Center, 50 West Washington Street, are as follows:

- All deliveries must be pre-arranged, utilizing the attached form. Notification must be provided at least 48 hours in advance during the week and at least 72 hours in advance for weekends and Mondays. Copy the form as needed. A form will need to be filled out for each and every delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950.
- Every delivery made to the building will need to be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staff's valid driver's license. In addition, the County will be taking photographs of approved drivers for its own records.
- Delivery personnel will receive a temporary identification badge to be worn at all times while in the building.
- Delivery vehicles will be searched prior to gaining access to the dock area.
- Kindly send all legible photocopies of pertinent documents to the following:

EDWARD CARIK  
Director of Security-Security Command Center  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602

No driver will be allowed to gain access to the building without prior authorization. Please fill out the "Request for Dock Access" form and fax it in a timely manner to the number listed above. In addition, replacement drivers not recognized by County staff as being pre-approved will not be allowed entrance into the building. It is imperative that the County is notified, in advance, of staffing changes. The County requires these notifications to be in writing, accompanied by a photocopy of the replacement's personal driver's license.

SPECIAL CONDITIONS

Please type or print

**REQUEST FOR DOCK ACCESS  
RICHARD J. DALEY CENTER**

|                      |       |
|----------------------|-------|
| Date(s) of Delivery: | Time: |
|----------------------|-------|

|                          |          |
|--------------------------|----------|
| Delivery Company/Agency: | Contact: |
| Address:                 | Phone:   |

|                        |
|------------------------|
| Items to be Delivered: |
|------------------------|

Intended Delivery Location (please check one):

| Building        | X                        | Room | Contact: | Phone No. of Contact: |
|-----------------|--------------------------|------|----------|-----------------------|
| Daley Center    | <input type="checkbox"/> |      |          |                       |
| City Hall       | <input type="checkbox"/> |      |          |                       |
| County Building | <input type="checkbox"/> |      |          |                       |

**FAX COMPLETED FORM TO OFFICE OF THE BUILDING at (312) 603-6950**

To be filled out by Daley Center Security **ONLY**:

**DELIVERY PERSONNEL INFORMATION:**

|       |       |
|-------|-------|
| Date: | Time: |
|-------|-------|

|        | Last | First | Middle |
|--------|------|-------|--------|
| Driver |      |       |        |
| Helper |      |       |        |

|             |        |
|-------------|--------|
| License No. | State: |
|-------------|--------|

**VEHICLE INFORMATION:**

|         |       |        |       |
|---------|-------|--------|-------|
| Vehicle | Make: | Model: | Year: |
|---------|-------|--------|-------|

|               |      |        |
|---------------|------|--------|
| License Plate | No.: | State: |
|---------------|------|--------|

|                   |      |
|-------------------|------|
| Transport License | No.: |
|-------------------|------|

SPECIFICATIONS

All bidders must provide complete written technical literature including all Manufacturer's Names and Model Numbers of that which is offered to enable Cook County Department of Facilities Management to evaluate compliance with the technical specifications. The equipment and other deliverables, or components of the system, must meet or exceed the following minimum technical specifications.

I. SCOPE

- A. The water treatment program will include the boiler system, the cooling tower, all closed hot water loops, and all closed chilled water loops. The water treatment program will include all chemical products, and professional consulting services, to accomplish the following:
  1. Provide water treatment services and maintain water quality and physical plant equipment within the specified parameters as outlined in Sections III, IV, V and VI below, for all the Cook County facilities specified within this contract.
  2. Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling, and microbiological growth which create deposits on heat transfer surfaces.
  3. Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling, or microbiological activity.
  4. Provide professional, knowledgeable, and involved sales/service personnel to ensure program success.
  5. Accurately monitor and report program results to Chief Engineer in each facility and make detailed recommendations as appropriate, using analytic standards as reference.
  6. Thoroughly train Cook County Department of Facilities Management personnel in the implementation and control of the program.

II. VENDOR QUALIFICATIONS:

The criteria listed below are considered mandatory to establish the capability of firms to meet the needs of the Cook County Department of Facilities Management. Please provide sufficient information regarding each item so that Cook County can thoroughly evaluate your firm's qualifications to meet the Departments water/energy management needs. You may include supporting literature and attachments to the summaries requested below. The listed items will be included with bid documents.

- A. Customer References: The vendor must submit a representative list of at three (3) current customers with systems similar in size and complexity to those of the Department of Facilities Management. To document comparable size, all reference customers must have a central plant including boiler(s), chillers(s), absorber(s) and steam and chilled water distribution systems. Vendor to supply the name, address, telephone numbers, and contact person for each of the customers listed.

SPECIFICATIONS

- B. Vendor Representatives: The vendor shall appoint one member of the company, plus one authorized alternate, to represent the company in dealing with the Department of Facilities Management. The representative must have a degree in Chemistry or Engineering and be available within twenty-four (24) hours to respond to specific problems should they occur. Vendor to submit name of all representatives who will be assigned to this contract and documentation as to employment experience for the life the contract and any changes must be approved by the County.

Vendor shall also submit an organization chart with all of the appropriate personnel and their functions outlined on the chart, or in supporting documents. Individuals will be identified on the organizational chart to provide each of the services requested in this specification.

- C. Vendor Safety Representative: The vendor must designate one representative, who has appropriate training and experience, who will be responsible for safety and compliance with OSHA regulations. The vendor is to submit with the Proposal the name of safety representative and documentation as to his/her training and experience.

- D. Hazardous Materials Response: Vendor must employ or contract with a Hazardous Materials Emergency Response Team (HAZMAT) who will be available 24-hours per day to Cook County to respond to a chemical spill or accidental release of any hazardous or toxic material provided as part of this procurement. Vendor to supply name(s) of HAZMAT members, documentation of appropriate OSHA safety training, and phone numbers for 24-hour/day contact. The HAZMAT Team shall respond within three (3) hour of any call for emergency response to a spill or release and be available for a period of eight (8) hours.

- E. Laboratory Analytic Services: The vendor must provide chemical analytic laboratory services (through their own or a contracted laboratory) to monitor, control, and troubleshoot the water treatment program. Any and all laboratory services necessary for the verification of proper operation and condition of the systems as described in this specification shall be provided by the vendor to Cook County at no additional cost. The laboratory services must have the capability of corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis including quantified organism levels, ion exchange resin analysis, and metallurgical analysis. All laboratory results must be available within three (3) working days as part of the proposal.

The vendor's own or contracted laboratory must be supervised by a chemist holding at least a degree in the field of water technology. The chemist shall participate in all scheduled and unscheduled inspections of the treated equipment where heat transfer is a concern. Vendor to supply name(s) of employed or contracted chemist(s) with documentation of training and experience.

- F. Testing Schedule: The vendor shall submit as part of the Proposal a complete Schedule of all tests and monitoring to be conducted on a regular basis. The schedule will include a listing of each of the locations to be tested, the number and type of tests being conducted at each location, the date of which the test results will be available and the appropriate standard to be used for analysis of the results. The Schedule will be on an annual basis and be reviewed and approved by the County prior to the commencement of work and be updated at the end of each year.

SPECIFICATIONS

- G. Vendor Training Program for Cook County Staff: The vendor shall provide training for the Operating staff of each Cook County facility included in this contract regarding the water treatment program including: safety procedures to be used in the handling of the chemicals being used, instruction in the methods to be used to perform any operational tests to be conducted by Cook County personnel, monitoring the chemical treatment results, and general training regarding proper boiler and cooling system operation specific to the particular chemical treatment program being used. Vendor to provide a summary of the formal training program and a training schedule with the bid proposal.
- H. Chemicals: The vendor shall provide specifications including the chemical contents of each of the products utilized as part of the chemical treatment and a written description of their intended use. At the request of Cook County, the Vendor shall provide representative samples of the chemical products specified in this bid proposal for testing by an independent commercially operated laboratory selected by Cook County. The vendor shall certify in writing that the chemicals furnished under a resulting contract will be the same in all respects to the chemical samples tested by the independent laboratory. The vendor shall supply all copies of all product cut sheets and Material Safety Data Sheets (MSDS) with the bid response. Any change in chemical products after award of the contract must be approved by the County.
- I. Chemical Storage/Feed System: The vendor shall be responsible for providing, setting-up, and maintaining a chemical storage/feed system for each chemical at no additional cost to Cook County. Vendor to provide with bid proposal a written summary of chemical storage/feed system with documentation that tanks and feed systems meet specifications as outlined in paragraph III.K. below.
- J. Timeliness of Deliveries: The vendor must be able to deliver required chemical within 48-hours. Vendor to provide written statement documenting ability to deliver chemical within 48-hours of request.
- K. Agreement to Maintain Unit Responsibility: Any vendor submitting a bid shall accept responsibility for all aspects of the chemical treatment program including any components for which it contracts with sub-contractors.

III. SERVICES TO BE PROVIDED:

- A. On-Site Record of Vendor Visits, Findings, and Recommendations:  
The vendor shall provide and maintain an on-site record ("Logbook") of all vendor activities, findings and recommendations. The Logbook shall be kept in the Engineer's office at each facility. This Logbook must contain an outline of the training program and records, a detailed description of the chemical treatment program, product information sheets covering the proper use and identification of each of the products being used, Materials Safety Data Sheets (MSDS) for each of the products being used by the County, and copies of all service reports, chemical control tests, log sheets, or other reports or documents produced as part of this work. The Logbook shall be assembled and delivered to each facility within two (2) weeks of contract effective date.

SPECIFICATIONS**B. Routine Vendor Representative Visits:**

During the first six (6) weeks of the contract, a representative from the vendor shall visit each facility weekly. After this initial six (6) week period, site visits shall be every four (4) weeks for the remainder of the contract, with the exception of the Power House/Chiller Plant and the Juvenile Detention Center which shall be every two (2) weeks.

During each visit, the representative will collect and test samples, review operator records, and perform other duties to ensure that all systems are being operated within the established chemical control limits and there has been no damage to the heating or cooling equipment as a result of improper chemical treatment. The representative is to provide a clear, legible, in-depth written report of the effectiveness of all chemicals currently being used in the water treatment program with recommendations for corrective action where necessary and an assessment of the condition of all relevant heating and cooling equipment.

**C. Monthly Evaluation of Treatment Efficiencies:**

On a monthly basis, the representative shall conduct and submit reports of boiler and condensate water treatment efficiency. Chilled and condenser water efficiencies shall be provided on a monthly basis during the cooling season. The representative shall prepare and submit all relevant efficiency and condition reports/measurements, including trends, appropriate for the proper monitoring of the Cook County Power House and the Central Chilled Water Plant only. These reports will include at a minimum the following reports:

1. Blowdown heat recovery analysis.
2. Boiler efficiency analysis.
3. Fireside efficiency study.
4. Chiller system analysis.
5. Return on investment analysis for changes made in water treatment parameters.
6. Mineral solubility's.
7. Savings due to incremental condensate return.
8. A sample report outline shall be included with the response to this specification.

**D. Quarterly Analysis of Boiler Efficiency:**

On a quarterly basis, each boiler in operation shall be tested to determine the efficiency of operation. The following performance characteristics and associated recommendations will be documented in a written report.

1. Heat Transfer Efficiency.
2. Impact of Chemical Treatment on the Reduction of Boiler Operation and Maintenance Expenses.
3. Prevention of Scale.
4. Reduction of Fuel Consumption.
5. Prevention of Priming, Foaming, and Carry-over.
6. Softener Performance.
7. A sample report outline shall be included with the response to this specification.

The report shall be presented and discussed at the quarterly review meeting.

SPECIFICATIONS

- E. Monthly Laboratory Analysis:  
On a monthly basis, the vendor will provide laboratory analysis of a set of samples collected by the service technician from the treated systems. The laboratory analysis shall include, but is not limited to, a full mineral analysis, corrosion products (iron and copper), applicable water treatment chemicals including corrosion and scale control agents. The vendor shall conduct a monthly "dip stick" type total bacterial test of the condenser water and chilled water systems when these systems are in service. All lab results will be communicated to the Chief Engineer in each facility, and recorded in the on-site logbook by the Vendor Representative.
- F. Report of Treatment Chemical Consumption:  
On a quarterly basis, the vendor shall prepare and present to the Chief Engineer at each facility and to the Supervising Engineer for the Department of Facilities Management, a report that outlines the amount of chemicals consumed in each treated system, the quantity of water and steam treated, if the amount of chemical being used is the correct ratio for the amount of steam and water being treated, summary of service reports, description of the results observed during equipment inspections, and will make appropriate recommendations regarding proper operation and maintenance of the treated systems to maintain the highest efficiency of operation and to eliminate any possible damage to the equipment, normal wear excepted. A sample report outline shall be included with the response to this specification.
- G. Corrosion Testing:  
The vendor shall assume responsibility for the operation of corrosion test apparatus installed on the condenser, chilled water systems, and the steam condensate return systems. The vendor representative will install corrosion test coupons, check for adequate flow through the corrosion coupon racks, remove coupons, evaluate coupons, and report corrosion rates in units of mils per year (mpy). Corrosion coupons are to be removed and evaluated every thirty (30) days during operation of the condenser and chilled water systems. A sample report outline shall be included with the response to this specification.
- H. Open Boiler and Chiller Inspections.  
The vendor must provide routine inspection of all boilers, centrifugal chillers and absorbers, when out-of-service using appropriate equipment for interior and exterior tube inspection and analysis. Relevant photographs, sufficient to demonstrate the overall condition of the equipment, appropriate representative locations, shall also be provided as part of this work and at no additional cost to the County.
- I. Annual Inspections:  
Inspection and analysis of pre-treatment systems (i.e., elution studies of resins, analysis of resin capacity, corrosion coupon analysis, efficiency of dealkalizers, etc.), is to be performed and reported by the vendor on an annual basis. An annual condensate review including sampling from every division at the Jail complex is required. The format and contents of this report shall be developed by the Vendor and reviewed and approved by the County within two weeks of the contract effective date. A sample report outline shall be included with the response to this specification.

SPECIFICATIONS

J. Vendor Training Program:  
 The vendor shall provide training for the Heating and Operating staff in each facility regarding the water treatment program including: safety procedures to be used in the handling of the chemicals being used, instruction in the methods to be used to perform any operational tests to be conducted by County personnel, monitoring the chemical treatment result, and general training regarding proper boiler and cooling system operation specific to the particular chemical treatment program being used. The program may be provided in either two, four (4) hour sessions per year at the facilities, or one, eight (8) hour session in an offsite classroom setting.

K. Chemical Storage/Feed System:  
 The vendor shall provide, set-up, and maintain a chemical storage/feed system for each chemical, as described. The storage tanks will be capable of delivering chemicals fed directly from the tanks to the appropriate systems using metering or other pumps provided by the County. On initial installation, the tanks shall be delivered and set in-place by the Vendor. All piping and electrical, if any, connections between the existing equipment and the tanks shall be made by County Staff. Should any structural problem occur with the tanks the supplier will be responsible for cleanup and replacement cost of lost chemical.

The Vendor shall be responsible for proper tank sizing to minimize the frequency of delivery of chemicals and may replace any tank with a larger size if the frequency of delivery is deemed excessive by the Vendor and the County. The Vendor shall be responsible for delivery and transfer of chemical to each storage tank regardless of location. At the minimum, the following tank sizes shall be provided for each chemical dispensing point of use:

- (1) Power House/Central Chilled Water Plant
  - Boiler Water 75 Gallon Tank
  - Condensate 75 Gallon Tank
  - Tower Inhibitor 200 Gallon Tank
  - Tower Inhibitor 100 Gallon Tank
  - Tower Biocide A 200 Gallon Tank
  - Tower Biocide A 100 Gallon Tank
  - Tower Biocide B 200 Gallon Tank
  - Tower Biocide B 100 Gallon Tank
  - Chilled Water 200 Gallon Tank
  - Tower Inhibitor 100 Gallon Tank
- (2) 2nd, 3rd, 4th, 5th and 6th District Courthouse
  - Tower Inhibitor 30 Gallon Tank
  - Tower Biocide A 30 Gallon Tank
  - Chilled/Heating Water 30 Gallon Tank
- (3) Institute of Forensic Medicine
  - Boiler Water 75 Gallon Tank
  - Condensate 75 Gallon Tank
  - Tower Inhibitor 30 Gallon Tank
  - Tower Biocide A 30 Gallon Tank

SPECIFICATIONS

- (4) Juvenile Detention Center
  - Boiler Water 75 Gallon Tank
  - Condensate 75 Gallon Tank
  - Tower Inhibitor 75 Gallon Tank
  - Tower Biocide A 75 Gallon Tank
  - Tower Biocide B 75 Gallon Tank
  - Chilled/Heating Water 75 Gallon Tank
  
- (5) Juvenile Center West Addition
  - Tower Inhibitor 75 Gallon Tank
  - Tower Biocide 75 Gallon Tank
  - Chilled/Heating Water 30 Gallon Tank
  
- (6) Cook County Building
  - Tower Inhibitor 75 Gallon Tank
  - Tower Biocide 30 Gallon Tank
  - Chilled/Heating Water 75 Gallon Tank
  
- (7) Cook County Warehouse
  - Boiler Water 75 Gallon Tank
  - Condensate 75 Gallon Tank
  - Oxygen Scavenger 75 Gallon Tank

**IV. WATER TREATMENT SYSTEM REQUIREMENTS:**

All chemical treatment products must comply with Food and Drug Administration (FDA) regulations (21 CFR 173.310) regarding boiler water additives for applications where steam, condensate and feedwater may be used in the preparation of food and direct steam injection is used for humidity control in areas occupied by Cook County staff and the public.

All chemical treatment products shall be liquid formulation, with the exception of the oxygen scavenger which may be liquid or powder, in appropriate strengths for direct addition to the systems where they will be used. The chemical additions will be made utilizing the existing pumping and injection equipment.

**A. Boiler Treatment Items Nos. 1, 2 and 3:**

Boiler water treatment will assure maximum boiler efficiency, scale inhibition and internal metal passivation. The chemical treatment program for the boiler, steam delivery and condensate return system shall, at a minimum, maintain water quality standards within the limits specified in Table 1.

Oxygen Corrosion in preboiler and internal boiler systems shall protect those systems from any effects due to excessive oxygen in the system. The chemical treatment shall also remove any excessive chlorine.

SPECIFICATIONS

Condensate Return System corrosion inhibitor shall consist of a blend of Amines for the treatment of the steam condensate system. It should protect all areas of the condensate system. The chemical treatment must maintain condensate pH between 8.2 and 8.8, prevent corrosion and maintain clean steam traps and lines

Internal Scale Inhibitor Polymer blend chemical treatment to inhibit the formation of internal scale.

Acceptable Treatment Ranges:

|                                     |            |
|-------------------------------------|------------|
| Boiler Conductivity                 | 3000-400mS |
| Feedwater Conductivity              | 0-300mS    |
| Condensate Conductivity             | 0-100mS    |
| Condensate pH                       | 8.0-8.5    |
| Feedwater Hardness                  | 0-1.0      |
| Condensate Hardness                 | 0-1.0      |
| Feedwater "M" Alkalinity            | 30-40      |
| Sulfite Residual                    | 20-40ppm   |
| Boilerwater "O" Alkalinity Residual | 200ppm     |

B. Condenser Water Treatment Items Nos. 4, 5 and 6:

Scale and Corrosion

This chemical treatment should provide an upper alkalinity limit of 500ppm or an upper calcium limit of 900ppm. This product MUST be non-acid/non-chromate, not contain molybdate or zinc, and be non-polluting.

The chemical treatment should inhibit scale and corrosion, have dispersant action, and contain a tracer for ease in testing. These characteristics will be documented once a month by the Vendor. The vendor will provide each County facility with chillers an analysis to show the efficiency of the cooling system when in operation.

If during a test period the efficiency should decrease, the Vendor must provide a written explanation which meets with the satisfaction of the Supervising Engineer of Cook County

This product must provide a corrosion rate of 2.0 mpy (mils per year) or less on mild steel system components and a 0.5-1.2 mpy (or less) on copper metallurgy.

Acceptable Treatment Ranges

|                            |             |
|----------------------------|-------------|
| Cycles of Concentration    | 3.5-4.5     |
| Cooling Water Conductivity | 1000-1300mS |
| Total Dissolved Solids     | 700-900     |

Biocide A (Primary)

The chemical treatment shall be a Bromine based formulation designed for control of micro-organisms. The product will be fed via a brominator with feeding being controlled with a timer activated solenoid to prevent bacteria growth, improve cooling system efficiency, and be registered with the EPA.

SPECIFICATIONS

Biocide B (Secondary)

The chemical treatment shall be a product that is effective in reducing bacteria and compatible and all open recirculating and closed chilled/hot loop chemicals found elsewhere in the specification, and be registered with the EPA. Any microbiocides containing one of the following active chemicals is acceptable. Isothiazolin, Terbutylazine, Tris (hydroxymethyl) Nitromethane Glutaraldehyde, DBNPA-Dibromocyno-acetamide or dibromonitripropionamide and Potassium N-methyldithiocarbamate.

C. Chilled Water/Heating Water System Treatment Items Nos. 7 and 8:

Corrosion Control

Corrosion control shall utilize Molybdate based corrosion inhibitor for closed systems. This product shall keep the pipes and screens clean, control dissolved oxygen, and control scale and corrosion.

Biocide

Biocide Chilled water system bacterial and fungal control will be a broad based non-oxidizing microbiocide. This treatment will control aerobic and anaerobic bacteria, fungi and algae. No chlorine based product will be allowed. This treatment will maintain microbiological control at less than 1000 organisms/ml.

These performance characteristics will be documented during the service visits provided by the Vendor. The Vendor's representative will perform on-site tests which will determine quantitatively the concentration of organisms/ml present in the cooling water. This information will be entered into the Logbook for future reference.

D. Reagents and Test Kits:

All reagents are to be labeled with the chemical name or appropriate functional name. If proprietary product names are used, additional labeling shall be added to indicate the appropriate chemical name or a functional description. The cost of all reagents to be utilized in the cost of the chemical treatment program will be incorporated in the cost of the chemicals as part of this proposal, not as a separate charge. Reagent container sizes are to be large enough to allow approximately thirty (30) days of testing unless prohibited by shelf life considerations.

All suppliers shall supply test kits and reagents for each facility to do the following tests:

- a. Alkalinity
- b. Low-Level Hardness
- c. Hardness
- d. Conductivity
- e. Total Bacteria Count
- f. Sulfitite
- g. Boiler scale control product
- h. Tracer test for cooling water scale control
- i. Total chlorine test

SPECIFICATIONS

Each test must accurately measure the chemical constituents listed above in concentration appropriate to each of the points of use as listed in Table 1 and other places in this Specification.

E. Deaerator Oxygen Study

Tests will be conducted that demonstrate that the deaerator is operating properly, removing oxygen to a concentration of <0.007 mg/L.

V. ANNUAL STEAM AND WATER QUANTITIES:

The following quantities and volumes are to be used for preparation of the proposal for water treatment chemicals (all make-up water is from the City of Chicago):

- A. Boiler Water  
 Steam produced: 600 million pounds/year  
 Boiler water make-up (35%): 210 million pounds/year
- B. Steam/Condensate  
 Steam produced: 600 million pounds/year  
 Condensate recovered: 390 million pounds/year
- C. Condenser Water  
 Make-up water: 48.0 million gallons/year
- D. Chilled Water/Heating Water System  
 Make-up water: 280,000 gallons/year  
 System Volume: 280,000 gallons
- E. Meter readings for steam and water are taken daily. It is the responsibility of the Vendor to notify Cook County if there are any questions as to the accuracy of any metering device.

VI. PERFORMANCE GUARANTEES

The following areas of performance are guaranteed by the Vendor with any failure to meet any of the guarantee conditions considered a Default under the contract and subject to liquidated damages.

A. Repairs and Maintenance

The Vendor, at its own expense, must operate and maintain the equipment provided by the Vendor in good condition at all times, including but not limited to:

- Making repairs and replacements to satisfy Performance Standards;
- Maintaining manufacturers warranties on related Cook County equipment;
- Meeting licensing and insurance requirements;
- Maintaining safe working conditions as required by Applicable Law;
- Performing periodic inspections and testing as required by this Specification.

SPECIFICATIONS

B. Clean-up and Disposal

The Vendor must keep the Facility free from accumulation of waste materials or rubbish caused by operations at the Facility and must maintain and operate the Facility so as to prevent the Facility from becoming a safety or health risk.

C. Performance Testing

The County may require, at its option, Performance Testing to be performed no more frequently than one time in any 12 month period, provided that the Performance Tests verify that the Facilities are meeting all the applicable performance requirements, as defined in the Specification. If operation falls below the specified level, the County may order and the Vendor must modify treatment or operations and perform additional tests until satisfactory results are achieved. Testing shall be performed at no expense to the County, except for time and expense of County personnel, Consulting Engineer, and any others not employed by the Vendor who are to witness such tests.

For purposes of inspection and testing the Vendor must make all test results and operating records available to the County as soon as they are available.

D. Regulatory Requirements

The Vendor must perform its obligations under this Agreement in accordance with all requirements of Applicable Law, as required.

E. Coordination and Cooperation With Cook County Operations

During the term of this contract, the Vendor shall be responsible for coordination of delivery of Chemical Treatment Products to meet the operational needs of the Cook County Facilities specified within this contract.

F. Conduct of Performance Tests

The Vendor guarantees that all of the Facilities shall be operated and maintained in such a manner as to provide chemical treatment services of the type described in this Specification in any amounts necessary to assure proper operation of all affected equipment and no deterioration of equipment beyond normal wear. As described in this Specification the Vendor shall provide those performance tests which he deems necessary to adequately measure, preserve and protect the performance and condition of the facility to meet the minimum conditions listed in this Specification; however, no condition or test provided in this Specification shall serve to limit the Vendor's responsibility to maintain the efficient, reliable operation of the equipment without deterioration in excess of normal wear.

SPECIFICATIONSG. Verification of Performance

Verification of continued efficient Facility operations will be passed upon a monitoring and testing schedule as described in this Specification and provided by the Vendor. Within two (2) weeks of the contract effective date, the Vendor shall prepare and submit a schedule for all monitoring and testing to be conducted on a routine basis at each facility. This schedule will include an initial testing period which will verify the existing performance of the Facilities which tests will become the basis for any improvements in performance. The Vendor shall submit a compilation of all such initial operating parameters and any noncompliance with the conditions of this Specification. On a monthly basis, or as often as necessary, the Vendor shall review the operational status of each facility with the County staff to verify that the services provided are in compliance with the specified requirements.

At the end of the first Billing Year the County and the Vendor shall review the Operating Parameters in view of the results of the testing performed. The Parties shall determine if the Operating Parameters should be changed. The County shall be the sole arbiter of any changes to the treatment regime and shall make whatever changes it determines, in its sole discretion, are necessary.

## VII.

DAMAGES:

If any test conducted after the initial performance test, demonstrates that any Facility failed to meet the lower of the level of performance demonstrated by the most recent satisfactory test, or the levels described in this Specification, then the Vendor shall pay to the County damages in an amount equal to the increased cost of operations as determined by calculations to be made by County Staff and/or their consultants. Such damages will include the cost of cleaning, replacing, repairing or otherwise refurbishing any equipment affected by the failure to meet the specified levels of performance. The damages shall be deducted from the monthly invoice(s) for the operating and Maintenance charge(s) until the damages have been completely repaid. Such damages shall continue until the specified levels of performance have been corrected and the Facility has been repaired, replaced or otherwise refurbished to meet its original condition. Such payment by Vendor shall not in any way limit the County's right to pursue any or all other remedies available to it in a court of law or equity.

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 12-53-436 for WATER TREATMENT CHEMICALS for COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT, 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 NO.</u> | <u>UNIT OF MEASURE</u>              | <u>QTY.</u> | <u>DESCRIPTION</u>   |
|-----------------|-------------------------------------|-------------|--|
| 1.              | MILLIONS OF POUNDS OF STEAM TREATED | 1,800       | BOILER WATER TREATMENT, AS PER SPECIFICATION HEREIN.<br><br>\$ <u>17.86</u> /MILLION LB. (STEAM)<br>\$ <u>32,148<sup>00</sup></u> /TOTAL<br>MFR. <u>HOH WATER TECHNOLOGY</u><br>MFR. NO. <u>B765</u> |
| 2.              | MILLIONS OF POUNDS OF STEAM TREATED | 1,800       | BOILER OXYGEN SCAVENGER, AS PER SPECIFICATION HEREIN.<br><br>\$ <u>4.27</u> /MILLION LB. (STEAM)<br>\$ <u>7,686<sup>00</sup></u> /TOTAL<br>MFR. <u>HOH WATER TECHNOLOGY</u><br>MFR. NO. <u>B668</u>  |
| 3.              | MILLIONS OF POUNDS OF STEAM TREATED | 1,800       | CONDENSATE TREATMENT, AS PER SPECIFICATION HEREIN.<br><br>\$ <u>20.85</u> /MILLION LB. (STEAM)<br>\$ <u>37,534.50</u> /TOTAL<br>MFR. <u>HOH WATER TECHNOLOGY</u><br>MFR. NO. <u>SC-96</u>            |

37,530<sup>00</sup>  
K

PROPOSAL

|    |  |     |   |
|----|--|-----|---|
| 4. | MILLIONS OF GALLONS<br>OF MAKE-UP WATER  | 144 | CONDENSER TREATMENT (SCALE<br>AND CORROSION), AS PER<br>SPECIFICATIONS HEREIN                 |
|    |  |     | \$ <u>427.58</u> /MILLION GAL.  |
|    |  |     | \$ <u>61,571.52</u> /TOTAL  |
|    |  |     | MFR. <u>HOH WATER TECHNOLOGY</u>  |
|    |  |     | MFR. NO. <u>C458</u>  |
| 5. | MILLIONS OF GALLONS<br>OF MAKE-UP WATER  | 144 | CONDENSER WATER SYSTEM<br>BIOCIDE A, AS PER SPECIFICATIONS<br>HEREIN.                         |
|    |  |     | \$ <u>93.00</u> /MILLION GAL.   |
|    |  |     | \$ <u>13,392<sup>00</sup></u> /TOTAL  |
|    |  |     | MFR. <u>HOH WATER TECHNOLOGY</u>  |
|    |  |     | MFR. NO. <u>BROMICIDE T</u>   |
| 6. | MILLIONS OF GALLONS<br>OF MAKE-UP WATER  | 144 | CONDENSER WATER SYSTEM<br>BIOCIDE B, AS PER SPECIFICATIONS<br>HEREIN.                         |
|    |  |     | \$ <u>126.81</u> /MILLION GAL.  |
|    |  |     | \$ <u>18,260.64</u> /TOTAL  |
|    |  |     | MFR. <u>HOH WATER TECHNOLOGY</u>  |
|    |  |     | MFR. NO. <u>A 615</u>   |
| 7. | THOUSANDS OF GALLONS<br>OF MAKE-UP WATER | 840 | CHILLED WATER/HEATING WATER<br>TREATMENT (SCALE & CORROSION,<br>AS PER SPECIFICATIONS HEREIN. |
|    |  |     | \$ <u>15.46</u> /THOUS. GAL.  |
|    |  |     | \$ <u>12,986.40</u> /TOTAL  |
|    |  |     | MFR. <u>HOH WATER TECHNOLOGY</u>  |
|    |  |     | MFR. NO. <u>C557</u>  |

PROPOSAL

8. THOUSANDS OF GALLONS 840  
OF MAKE-UP WATER

CHILLED WATER/HEATING WATER  
SYSTEM BIOCIDES, AS PER  
SPECIFICATIONS HEREIN.

\$ 1.36 /THOUS. GAL.

\$ 1,134<sup>00</sup> /TOTAL

MFR. HOH WATER TECHNOLOGY

MFR. NO. A615

GRAND TOTAL: \$ 184,713<sup>06</sup>

DELIVERY DATE: 3-5 BUSINESS DAYS ARO  
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

|                    |             |
|--------------------|-------------|
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |

Office of the Chief Procurement Officer  
118 North Clark Street  
Room 1018  
Chicago, Illinois 60602

February 8, 2013

Bid Contract #: 12-53-436

Attention Chief Procurement Officer:

Thank you for the opportunity to provide you the following information. We take pleasure in submitting the following recommendations for water treatment chemicals equipment and services for use at cook County Facilities' condenser, chilled and steam boiler water systems as specified in your contract bid # 12-53-436.

In this proposal, we wish to convey not only our treatment solutions, but more importantly, the H-O-H philosophy and commitment to satisfy the water treatment needs of Oak Forest Hospital. We are uniquely qualified to offer a comprehensive water treatment program that will have a positive impact on your future chemical, energy and water usage costs while at the same time improving time management for your personnel.

In addition to your bid specification documents and requirements please find enclosed H-O-H Water Technology's Recommendations, Profile, Standard Practices and Procedures and pricing. Please note, as per your specifications the contract term for this bid is three (3) years however. In addition, as set forth in your bid documents, H-O-H Water Technology, Inc. agrees to all of the general conditions stated.

Thank you for the opportunity to submit this information. We at H-O-H Water Technology look forward to working with you in the near future.

Sincerely,

H-O-H Water Technology, Inc.

  
Joseph Kowal

Enclosures

### H-O-H WATER TECHNOLOGY, INC. PROFILE

H-O-H Water Technology, Inc. was incorporated in 1968, after operating as an independent franchise of Dearborn Chemical Company for five years. The company was founded by Robert F. Hutchison, who remained active in the business until his death in 1996. Thomas F. Hutchison has been president of H-O-H since 1989, and is the majority stockholder.

H-O-H Water Technology's Corporate office and manufacturing and warehousing plant is located in Palatine, Illinois with additional offices and warehousing capabilities at our facilities located in Sioux Falls, South Dakota, Walled Lake, Michigan, Greendale, Wisconsin, Tampa, Florida, Phoenix, Arizona and Liberty, Tennessee.

#### Strengths

- A. **Personnel** – We pride ourselves on the quality and loyalty of our employees. In an industry noted for high turnover rates, we lose virtually no sales personnel. While we have obviously hired sales engineers as our growth dictates, we have had only three sales engineers leave the Chicago area in the last fifteen years. This fact speaks to their commitment and to our support of their personal and professional goals. Currently, H-O-H Water Technology has over 80 persons employed.
- B. **Manufacturing and Laboratory Facilities** – H-O-H Water Technology has manufactured their own products since 1968, which makes us different from all other regional companies doing business in Chicago. We are able to control product quality, develop new products and respond to specific customer requests.

H-O-H Water Technology has a "State of the Art" laboratory facility located at their corporate office site in Palatine, Illinois. This operation is overseen by Mark Huntentburg (Chief Chemist) and Henry Becker (Vice President of Technical Services).

- C. **Local Support** – Approximately 75% of our business is located in the greater Chicago area supported by our facility in Palatine, Illinois. We can provide same-day shipment of rush orders, if necessary, and can have support personnel on-site in a matter of hours.

H-O-H WATER TECHNOLOGY PROFILE, INC.

Quality

- A. **Product Quality** - Four or five tests are run on every batch of chemical we produce. The tests must be within specified ranges before the chemical is put into stock.

Every product is assigned a batch number which is shown on the drum and on all billing and shipping paperwork. If there is a potential problem with product in the field, the batch tracking system allows us to re-run the batch sample through our laboratory and notify all customers who have that batch of any corrective action, if necessary.

- B. **Customer Satisfaction** - In addition to product quality, every sales engineer is expected to sign a Service Commitment (a copy is included in this section) which specifies how an H-O-H account is to be serviced. Please review this document – we believe our service standards are as high as any in the industry.

- C. **Environmental Responsibility** - All products used in your water treatment program will meet all E.P.A. and local sanitary district guidelines. Our manufacturing facility has a waste treatment system and air scrubber, so that nothing is discharged from our plant without pretreatment (air or water).

We prefer to bulk deliver products, to eliminate drum disposal and minimized chemical handling. However, when drums are used, we offer a recycling program, to avoid overburdening our landfills with empty plastic containers.

Therese Cairns is H-O-H Water Technology's safety representative. Therese has a Bachelor of Science Degree with a major in chemistry. Therese implements and oversees the training of all H-O-H Water Technology employees with respect to OSHA, DOT and Hazmat guidelines. In addition, H-O-H Water Technology contracts with Chemtrec (1-800-424-9300) for 24 hour response to a hazmat situation.

**H-O-H WATER TECHNOLOGY, INC. PROFILE**

**Site Organization/Staffing**

A. The following management will have direct knowledge of your account:

|              |                                 |                          |
|--------------|---------------------------------|--------------------------|
| Joseph Kowal | - Senior Account Representative | - 31 years H-O-H Service |
| Henry Becker | - Technical Director            | - 35 years H-O-H Service |
| Matt Henry   | - Northern Division Manager     | - 32 years Service       |

At least two of the personnel listed above will participate in all management reviews (provided on a semi-annual basis), and all are accessible via mobile phones and/or voice mail. Individual profiles on all of the personnel listed above are included in this section.

**Training**

A. Prior to being given account responsibility every sales/service engineer spends a minimum of eight weeks riding with senior sales/service engineers, and also takes several tests to indicate technical competence.

The "Service Commitment" document found in this section indicates what we expect our service representatives to know, and our company commitment is to provide him with the tools needed to service accounts to our satisfaction.

## H-O-H Water Technology's Standard Practices and Procedures

### Bulk Delivery

H-O-H Water Technology has been the leader in the use of bulk feeding for the Chicago market for the past twenty-five years. H-O-H Water Technology will provide you with chemical free handling of our recommended water treatment program per your specifications.

H-O-H Water Technology will fill your bulk feed tanks from their point of use. By doing so, no operator handling is involved by your personnel. Inventory is easily maintained with a minimum of floor space used with no waste or spills. As part of our quotation, H-O-H Water Technology will provide all necessary equipment to Cook County Facilities at no charge in order to satisfy your requirements.

### Drum Removal Service

H-O-H Water Technology offers for its customers at **no charge** a drum removal service, although no individual container use is planned for the properties specified in your contract bid. H-O-H Water Technology will have removed from your premises, any drum bearing the H-O-H Water Technology label that originated from our blending facility in Palatine, Illinois. By instituting this program no handling of the waste drums is involved by your personnel. Inventory is easily maintained with a minimum of floor space used.

### Corrosion Monitoring

We strongly recommend that corrosion coupons be installed in your facilities cooling, steam and closed looped water systems to insure that the objectives of the water treatment program are being met. All systems should be checked with both mild steel and copper coupons, and be strategically located to insure meaningful data.

H-O-H Water Technology will provide these coupons and racks as necessary as a part of our service program along with analysis and photographs at no charge.

## H-O-H Water Technology's Standard Practices and Procedures

### Guarantee

H-O-H Water Technology guarantees scale-free conditions within your facilities cooling and boiler water systems, as long as our products are applied according to our recommendations and tested on a regular basis.

### Personal Service On-Site

Joseph Kowal (847-436-7418) and Matt Henry (630-561-1917) will personally participate in Cook County Facilities' service responsibility. They bring with them over 60 years of collective experience which makes them a vastly experienced pair with respect to the water treatment industry. Joseph and Matt reside in Tinley Park and St. Charles, Illinois respectively. Both of which are easily accessible to your facility in a reasonable time frame.

As mentioned previously our manufacturing, laboratory and office facilities are located in Palatine, Illinois, which allows for quick turn around of any unusual samples not analyzed on site and shipment of products from stock.

### Training

H-O-H Water Technology will conduct a thorough in house training seminar to acquaint all pertinent personnel with our products, test procedures and safety concerns. In addition, H-O-H Water Technology conducts two seminars annually at their state of the art facility located in Palatine, Illinois, which is available to all pertinent personnel.

**H-O-H Water Technology's Standard Practices and Procedures**

**Research and Laboratory Back-up**

H-O-H Water Technology has a fully staffed and equipped laboratory and in turn can provide all the necessary back-up needed in assisting in any problem solving situation that may arise in your facility's water systems. H-O-H Water Technology will, at your convenience, also provide a tour of our plant and laboratory facilities located in Palatine, Illinois.

**Technical Experience and Reputation**

H-O-H Water Technology has been in operation since 1968. Collectively through its personnel (twenty-five (25) representatives in Chicagoland), over 400 years of water treatment experience has been provided. Carl Cameron oversees the field service operations in Chicago to insure a fluid mix of technical training and service. H-O-H Water Technology stands willing to offer its expertise with respect to every facet of the water treatment industry and, in doing so, we feel second to none.

**Partial Reference List**

John Stroger, Jr. Hospital  
Chicago, Illinois  
Mr. Sy Hickey – (312) 864-1473

Cook County Powerhouse  
Chicago, Illinois  
Mr. Bernie Mega – (773) 869-6268

Rush Presbyterian St. Lukes  
Chicago, Illinois  
Mr. Mike Scaletta - (312) 942-5000 Ext. 21459

Hines – Three First National Plaza  
Chicago, Illinois  
Mr. Pat Griffin - (312) 419-2661



### Closed Water Systems

In order to provide complete corrosion protection in your building's closed water systems we recommend the use of H-O-H Water Technology's CS-57 Liquid Closed System Treatment. CS-57 is a buffered molybdate based product which protects both ferrous and non-ferrous metals and is harmless to non-metallic materials such as mechanical pump seals. CS-57 is compatible with antifreeze solutions, and should be used at dosage of one gallon per 200 gallons of system capacity to provide a molybdate level of 75 - 100 ppm in the recirculating water systems.

### Closed System Biocide

To prevent microbiological growth in your facilities chilled water system, we recommend the use of A-615 Liquid Biocide. A-615 provides excellent control over the formation of anaerobic type growth and should be used at a dosage rate of 8 ounces per 1000 gallons of **system capacity**.

### Steam Boiler Water Systems

|                                |                    |      |     |
|--------------------------------|--------------------|------|-----|
| Make-Up Water Characteristics: | Total Alkalinity - | < 20 | ppm |
|                                | Total Hardness -   | 0    | ppm |
|                                | T.D.S. -           | 180  | ppm |

### Scale Control

To prevent deposition formation (scale/iron) and corrosion in your facility's soft water make-up steam generating boiler water system, we recommend the use of H-O-H Water Technology's B-765 Liquid Boiler Water Treatment. B-765 is formulated specifically to prevent deposit formation on heat transfer surfaces while preventing foaming, carryover and corrosion in the boiler water system.

The dosage rate of B-765 is a quantity sufficient to maintain a polymer residual of 5 - 9 ppm in the treated water. B-765 is USDA approved for use, where the steam produced may contact edible products.

Chief Procurement Officer  
118 North Clark Street

February 8, 2013  
Page 9

### Corrosion Control

To prevent oxygen corrosion in your facility's soft water make-up steam generating boiler water system, we recommend the use of H-O-H Water Technology's B-668 Liquid Boiler Water Treatment. B-668 is formulated specifically to oxygen pitting on heat transfer surfaces while preventing foaming, carryover and corrosion in the boiler water system.

The dosage rate of B-668 is a quantity sufficient to maintain a sulfite residual of 30 - 50 ppm in the treated water. B-668 is USDA approved for use, where the steam produced may contact edible products.

### Steam Distribution/Condensate Return System

To prevent corrosion in your steam condensate return systems, we recommend the use of our H-O-H Water Technology's SC-96 Liquid Steam Condensate Return Line Treatment. SC-96 is a concentrated blend of volatile neutralizing amines having a high vapor-to-liquid distribution ratio at varied pH conditions. SC-96 should be used at dosage rate to maintain the condensate pH between 7.8 - 8.2. SC-96 is USDA & FDA approved for use, where the steam produced may contact edible products.



# The Right Chemistry

## Cooling Liquid C-458

### CHARACTERISTICS:

H-O-H Water Technology C-458 is a highly concentrated liquid formulation that address all aspects of corrosion and deposit control in HVAC and process cooling water systems. C-458 employs state-of-the-art stabilized phosphonate technology yielding significantly improved high temperature hardness stabilization. C-458 includes benzotriazole, a highly efficient corrosion inhibitor for copper and its alloys.

The polymer stabilized phosphonate technology employed is designed to control calcium carbonate,  $\text{CaCO}_3$ , scale and sludge in cooling tower water with up to 1200 ppm of hardness as  $\text{CaCO}_3$ . If higher levels of hardness must be stabilized, sulfuric acid may be used to safely allow maintenance of 4000 ppm of hardness or more.

C-458 contains two polymeric dispersants designed to suspend captured air-borne debris, hardness precipitates, iron oxide, and organic debris. Good particulate dispersion is critical in controlling sludge and sediment accumulation in cooling towers. This is especially true where cooling water remains in a system over an extended period of time due to very slow turnover.

### BENEFITS:

- Superior corrosion inhibition for steel and copper. Minimizes white rust on galvanized metal with good pH control.
- Complete control of hardness based deposits on heat exchange and cooling tower evaporative surfaces.
- Excellent dispersive control of suspended debris, iron, calcium phosphonate, calcium carbonate and organic matter.
- Traceable polymer provides unique usage diagnostics.
- Superior deposit control in low water turnover systems.

### TYPICAL PROPERTIES:

|               |                   |
|---------------|-------------------|
| Appearance    | Dark Amber Liquid |
| Odor          | Mild Organic      |
| Density       | 8.86 lbs./gal     |
| pH            | 10.5              |
| Boiling Point | Above 212°F       |
| Solubility    | Complete          |
| Flash Point   | Not Applicable    |

### DOSAGE:

The dosage of C-458 is from 0.25-0.5 pounds per 1,000 gallons of cooling tower make-up water depending on make-up water hardness, water concentration, retention time, and maximum operating temperature. C-458 will stabilize up to 1200 ppm of tower water hardness at 95°F with a dosage of .30 lbs per 1000 gals of make-up. For temperatures between 95°F to 115°F, dosage is .50 lbs per 1000 and hardness should not exceed 1200 ppm. Above 115°F or for very low water turnover conditions, dosage should be adjusted to accommodate longer holding time indices. Please contact an H-O-H Water Technology representative for guidance.

Where temperatures above 110°F, or excessively long retention times are encountered, introduction of free chlorine or bromine are not recommended. Alternative acceptable oxidizing microbicides include DF-51 (peracetic acid) or A-25 for chlorine dioxide generation.

If sulfuric acid is used to assist in controlling scale and sludge formation, tower water hardness may be allowed to reach 4,000 ppm or more. To determine maximum permissible cycles-of-concentration (cc), divide 4,000 by the make-up water hardness. This value should be at least five, but no more than eight. Under such circumstances, the dosage of C-458 may safely be assumed to be 0.30 pounds per 1,000 gallons of make-up. To avoid excessive holding time, concentrations in excess of 8 cc should be avoided unless make-up hardness is less than 100 ppm.

### PRODUCT SAFETY INFORMATION:

C-458 is moderately alkaline in nature and may be irritating to skin or may produce skin burns after prolonged contact. C-458 will produce eye irritation and potential eye damage upon direct contact. Wear goggles, protective clothing and rubber gloves when handling this product. In case of contact with skin, wash with soap and plenty of water. Wash contaminated clothing before reuse. In case of contact with eyes, immediately flush with water for 15 minutes and get prompt medical attention. Store in a cool, dark location away from sources of heat.

### FEEDING:

C-458 should be fed into cooling tower water by means of a diaphragm type chemical metering pump controlled by an automatic reset timer. The reset timer should be activated in proportion to the volume of make-up water added to the cooling water system. Timer activation is typically achieved by placing a water meter with an electric contact switch in the make-up water line to the cooling tower. Feeding C-458 in proportion to make-up insures that the proper amount of treatment is introduced uniformly as load and make-up conditions change. H-O-H Water Technology can provide both electro-mechanical and electronic control systems including flow meters to measure cooling tower make-up and control chemical feed and bleed-off.

The dosage of C-458 may be monitored using a simple field test for traceable dye or free polymeric deposit inhibitor. When the desired dosage has been achieved, the free polymer concentration of the treated tower water will be calculated to provide a target dose of product in the cooling water using H-O-H Water Technology's TE7437 test kit. Testing for free polymer is used as one of two primary operating guide for controlling the dosage of C-458. This allows special evaluation of how C-458 is performing in any given cooling water system relative to sludge absorption of polymer and maintenance of sufficient polymer to fluidize all water related sludge and airborne particulates.

C-458 also contains a fluorescing dye that can be used to trace the actual dosage of product as a primary field test or by online monitoring. 50 ppb of dye should be achieved at 4 cycles of concentration to achieve a target dose of 0.3 lbs per 1000 gallons of make-up. Use of the free polymer test and the tracer test will provide information on the free product in relation to product fed.

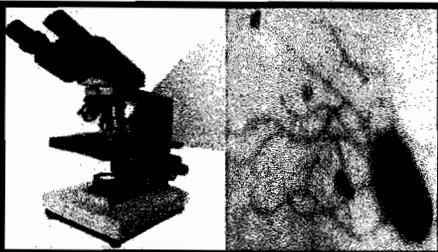
### DIAGNOSTICS:

It is now possible to determine among other things the percentage of polymer involved in controlling sludge and the amount of free polymer available to maintain dispersion as new particulates enter or form within the cooling water.

A polymer is a chain comprised of several monomer units, each having a negative electrical charge. Dispersant polymers function by wrapping around sludge particles and giving each an overall negative electrical charge. Particulate dispersion results because like electrical charges between particles repel each other and force the particles apart. Once polymer chains are combined as a dispersant, they no longer contribute to free polymer.

Successful control of sludge requires a certain minimum concentration of free polymer be present at all times. If there is no polymer free of attachment to sludge particles, nothing is available to control new debris constantly contaminating tower water. The polymer test procedure measures only the free polymer not linked to particulates. With the ability to test for free polymer and adjust the dosage of C-458 accordingly, it is now possible to maintain a minimum level of dispersive irrespective of particulate loading. This ultimately translates to optimum product usage and desired cooling system cleanliness.

Using free product remaining along with the actual product dosage, determined by testing a trace amount of fluorescent dye, the actual product fed can be correlated to the amount of free product available for asset protection. Changes in operation, high organic or metal loading or variances in water quality can affect product effectiveness. Monitoring free product versus product fed allows us to optimize product use and ensure proper asset protection.



# The Right Chemistry

## Antimicrobial Agent BromiCide-T

### CHARACTERISTICS:

BromiCide-T™ is an extremely fast acting, oxidizing microbicide in solid tablet form that provides controlled release of both bromine and chlorine. Bromine and chlorine are released as hypobromous and hypochlorous acids with none of the hazards that could be potentially encountered if either of these oxidizers were used in their pure chemical form. Starting in 1981, H-O-H Chemicals pioneered the application of BromiCide-T in cooling tower systems. Over the years, H-O-H Chemicals has gained unrivaled experience in BromiCide-T application, automation techniques and optimum microbial suppression.

BromiCide-T contains 1-bromo-3-chloro-5, 5-dimethylhydantoin (BCDMH), 92.5%; in the physical form of tablets approximately one and one quarter inches in diameter by three-quarters of an inch thick.

The U.S. EPA recognizes BromiCide-T as an anti-microbial agent for use in open cooling water systems, EPA Reg. No. 5785-63-12479. BromiCide-T is best used where the pH of the recirculating cooling water is less than 9.5. BromiCide-T is compatible with most non-oxidizing biocides, corrosion inhibitors, and the anionic polymers and phosphonates used for cooling water deposit control. BromiCide-T is particularly well suited to work with and enhance the action of cooling water microbiocides such as glutaraldehyde, isothiazolin, or methylene bis (thiocyanate) as found in H-O-H Chemicals A-315, A-615, or A-110 respectively.

### BENEFITS:

- \* EPA Registered for use in cooling water.
- \* Cost effective control of the broad spectrum of organisms found in cooling water.
- \* Safe, stable solid providing controlled release of bromine and chlorine.
- \* Non-ionized bromine, hypobromous acid, is effective to pH levels in excess of 9.0 where chlorine alone is ineffective above a pH of 8.0.
- \* Compatible with water treatment additives for scale, sludge and corrosion control.

### TYPICAL PROPERTIES:

|               |                                   |
|---------------|-----------------------------------|
| Appearance    | White Tablets                     |
| Odor          | Faint Chlorine-like Odor          |
| Density       | Not Applicable, Due to Solid Form |
| Melting Point | 293 to 302 °F                     |
| Flash Point   | None                              |
| Solubility    | Very Slowly Soluble               |

### DOSAGE:

The controlled flow of cooling water through a side-stream feeding device called a Brominator is used to control the dosage of BromiCide-T. This feeder is initially filled with BromiCide-T and then placed on-line with either an intermittent or continuous flow of cooling tower water passing through the feeder to slowly dissolve the tablets of BromiCide-T and release the halogens, bromine and chlorine. Ideally, the flow of water through the Brominator should be such that a free halogen concentration of roughly 0.5 parts per million is maintained continuously. The resulting consumption of BromiCide-T is typically 5.0 lbs. to 15.0 lbs. per 100,000 gallons of cooling tower make-up, based on the halogen demand of the cooling tower water.

Alternately, BromiCide-T may be fed on an intermittent or shock basis. The flow rate of water through the Brominator should be adjusted so that a 2-ppm halogen residual is maintained for 30 minutes twice per operating day. When fed on a shock basis, the dosage of BromiCide-T is generally less than when fed continuously.

Continuous feeding is best for summer or full load operation, while shock dosage is better for cool season operation. Unlike most non-oxidizing microbiocides, the dosage requirement of BromiCide-T is not increased for systems having unusually short turn-over time. The dosage of BromiCide-T may be greater than normal, however, for cooling water systems that experience unusually high contamination of organic matter. Reducing contaminants such as hydrogen sulfide, sulfur dioxide, sulfites and flue exhausts will also increase halogen demand leading to greater BromiCide-T usage.

### PRODUCT SAFETY INFORMATION:

BromiCide-T is harmful or fatal if swallowed. May cause irreversible eye damage. Prolonged contact with skin may cause skin irritation. In case of contact, remove contaminated clothing and immediately wash skin with soap and water. If irritation persists, get medical attention. In case of contact with eyes, immediately flush with water for 15 minutes and get medical attention. Wash contaminated clothing before re-use. The use of goggles or face shield, rubber glove and dust mask is recommended. Store in a cool, dark location away from sources of heat and direct sunlight.

### MATERIALS OF CONSTRUCTION:

|                    |  |
|--------------------|--|
| Brominator         | Fiber Glass, Stainless Steel, PVC            |
| Pipe & Tubing      | PVC, CPVC, Polyethylene, Polypropylene       |
| Elastomers         | Viton, Teflon, EPDM                          |
| Injection Fittings | Alloy-20 or 316L Stainless Steel, Kynar, PVC |

### ENVIRONMENTAL:

This product is toxic to fish. Treated effluent should not be discharged into lakes, streams, ponds or public water. Do not contaminate water by cleaning of equipment or disposal of waste. Apply this product only as specified on container label.

### FEEDING:

BromiCide-T should be introduced by means of a by-pass feeder (Brominator). Best results are achieved if an electrically activated solenoid valve is placed in the cooling water supply line to the Brominator. This valve should in-turn be controlled by a timer, activated by the flow of cooling tower make-up water through a reset water meter. For slug dosage, a 14-day programmable timer should be used. Before working with BromiCide-T or filling a Brominator, consult the Material Safety Data Sheet for this product. Never add any other chemical treatment, microbiocide, or cleaner to an active Brominator containing BromiCide-T, violent chemical reaction may occur with the possible release of toxic fumes. High temperature resulting in fire, explosion, or smoke may also be produced depending on the nature of chemical added.

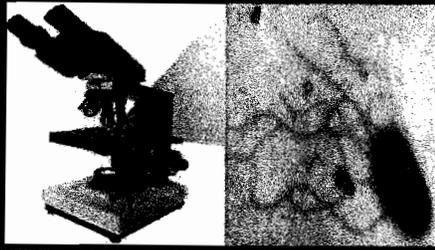
BromiCide-T is extremely effective in killing and removing active biofilm. Generally, it is not necessary to chemically clean a fouled system prior to using BromiCide-T. Once continuous feeding of BromiCide-T is started, biofilm deposits begin to decompose and proper heat exchange efficiency begins to reappear.

Where sulfate-reducing bacteria produce significant microbiologically influenced corrosion (MIC), it may be difficult to initially obtain a free Halogen residual, the dosage of BromiCide-T may greatly exceed 15 lbs. per 100,000 gallons of tower make-up, and biofilm remediation may not occur. Under such circumstances, a non-oxidizing biocide containing glutaraldehyde, isothiazolin or methylene bis (thiocyanate) may be required temporarily to work with BromiCide-T to obtain the desired control. Or, alternately, the biofilm may be removed using an alkaline cleaner such as H-O-H C-311 or C-312.

Where MIC activity is high, system water temperature exceeds 110° F., or very high heat transfer rates are present, it may be expedient to chemically clean the system with an alkaline detergent such as H-O-H Chemicals C-311 or C-312 prior to initiating the use of BromiCide-T.

BromiCide-T should not be introduced on a continuous basis during the winter or during spring or fall operation of a system where load is reduced by more than 75% below peak load operation. Under such conditions, the maintenance of a free halogen residual may be difficult and MIC activity may result.

BromiCide-T should not be used for routine microbiological control in closed recirculating water systems. Using BromiCide-T in a closed system could lead to significant corrosion of copper or copper alloys. Any soluble copper liberated could induce corrosion of other metals such as steel (iron), galvanized metal (zinc), and aluminum.



# The Right Chemistry

## Antimicrobial Agent A-615

### CHARACTERISTICS:

A-615 is an EPA approved, broad-spectrum microbicide, effective over a wide pH range for use in cooling towers, air washers, and closed recirculating water systems. A-615 controls bacteria, algae and fungi at very low active levels (1 to 2 ppm), without the development of resistant strains. A-615 consists of a 1.5% aqueous solution of mixed isothiazolins, EPA Reg. No. 707-133-12479. A-615 is especially effective in controlling slime forming bacteria responsible for the formation of biofilm (mud) on heat exchange and other cooling system surfaces. A-615 is highly effective in controlling sulfate-reducing bacteria and other organisms responsible for microbiologically influenced corrosion (MIC). A-615 is also very effective in controlling nitrogen cycle bacteria responsible for nitrite loss in closed recirculating water systems. A-615 kills microorganisms by rapidly inhibiting the synthesis of the large, long chain molecules essential to the formation of protein, genetic transcription, and cell wall development.

### BENEFITS:

- Effective against established biofilm and inhibits its re-growth.
- Effective over a wide pH range at very low dosage, i.e. 1.0 ppm active.
- Compatible with oxidizing and non-oxidizing biocides and with deposit and corrosion control additives.
- Excellent control of Microbiologically Influenced Corrosion (MIC).
- Stable and persistent. No dosage compensation for instability is required.
- Environmentally acceptable, decomposes to harmless byproducts.

### TYPICAL PROPERTIES:

|               |                   |
|---------------|-------------------|
| Appearance    | Pale Green Liquid |
| Odor          | Mild, Inoffensive |
| Density       | 8.50 lbs./gal     |
| pH            | Approximately 3.0 |
| Boiling Point | 212 °F            |
| Solubility    | Complete          |

### DOSAGE:

A-615 should be added to a cooling tower system, air washer or closed system at a point where water flow is turbulent or where the water is highly agitated. If the system is noticeably fouled or if microbiological activity (Plate Count) is known to be high, add 19 to 113 fluid ounces of A-615 per 1000 gallons of system capacity as a shock treatment. Repeat as directed until control is achieved. Once control is achieved, add 4.5 to 28 fluid ounces of A-615 as a shock dosage once per week or as directed. A-615 may be fed on a continuous basis by first introducing a shock dose as given above and then introducing 4.5 to 28 fluid ounces per 1000 gallons of system capacity once per day.

Dosage values given above should serve as general guidelines. These values may need modification to account for high levels of nutrient rich contamination sometimes captured by cooling tower water. Dosage guidelines may also require modification for any system that has an unusually long turnover time due to an unusually high ratio of system volume to full-load tonnage or sustained low load, winter operation. This is especially important if MIC activity is responsible for corrosion rates in excess of 2.0 mils per year. Dosage (and feeding) modifications under such circumstances are best made on a case by case basis in consultation with H-O-H Chemicals.

### PRODUCT SAFETY INFORMATION:

A-615 is corrosive to tissue. A-615 causes irreversible eye damage, skin irritation and skin sensitization. Wear goggles, protective clothing and rubber gloves. In case of contact with eyes, immediately flush with water for 15 minutes and get medical attention. Wash contaminated clothing before re-use. Store in a cool, dark location away from sources of heat.

### MATERIALS OF CONSTRUCTION:

|                |  |
|----------------|--|
| Metering Pumps | PVC, Polypropylene, Acrylic            |
| Pipe & Tubing  | Polyethylene, PVC, CPVC, Polypropylene |
| Elastomers     | Viton, Hypalon, Teflon, Buna-N         |
| Pot Feeders    | Epoxy Coated Steel or Stainless Steel  |

Where polyethylene tubing is used for chemical delivery, always route long runs of tubing through thin wall electrical conduit with wide radius bends to insure proper support and to insure adequate protection against damage.

### ENVIRONMENTAL:

This product is toxic to fish. Treated effluent should not be discharged into lakes, streams, ponds or public water. Do not contaminate water by cleaning of equipment or disposal of waste. Apply this product only as specified on container label.

### FEEDING:

A-615 is best introduced into cooling tower water by means of a diaphragm type chemical metering pump controlled by a 14 day programmable timer. A-615 may be introduced manually using a steel or stainless steel chemical by-pass feeder (pot feeder) provided all safety and handling requirements are closely followed. Consult the Material Safety Data Sheet for A-615 prior to introducing this product via any by-pass feeder. A-615 may also be manually introduced directly into the cooling tower sump provided steps are taken to eliminate splashing and wind blown spray. If A-615 is to be fed to a cooling tower sump, always transfer the required amount of treatment to a bucket or suitable container in a sheltered area away from wind gusts or the wash of the cooling tower fans.

A-615 is considered to be relatively slow acting in killing the planktonic (freely circulating) bacteria present in cooling tower water. The bacteria present in biofilm or beneath corrosion debris are significantly less responsive to any biocide because considerable time may be required for the biocide to penetrate surface deposits and come in contact with the active bacteria protected beneath.

While A-615 is relatively slow acting, its overall performance is actually superior to many faster acting microbicides because A-615 is chemically very stable and much more persistent than many faster acting microbicides. Since A-615 is active over a much longer period of time, it is able to penetrate biofilm and surface debris and attack the protected organisms that flourish beneath. Where biofilm is pronounced or where microbiologically influenced corrosion (MIC) is significant, it is better to repeat the standard dosage more frequently than to increase dosage size of widely spaced biocide introductions.

Where biofilm or MIC activity are excessive, it is generally better to chemically clean the system with an alkaline detergent such as H-O-H C-311 or C-312 prior to initiating use of A-615. If biofilm or MIC activity is slight to moderate, an organic penetrant such as H-O-H SD-150 or SD-175 may be used temporarily to enhance the effect of A-615 and hasten clean up of bio-deposits.

To maximize microbicide retention, always schedule treatment introduction to correspond to off-peak load conditions. Since cooling tower bleed-off is greatest during peak-load operation, scheduling microbicide introduction during a cooler part of the day obviously saves unnecessary treatment loss. Ideally, A-615 should be fed in the early morning or in the late afternoon. If introduction is to be made late in the day feed A-615 about one hour prior to system shutdown. Where cooling system operation is 24 hours per day feed A-615 in the early morning, late afternoon or in the evening.

Over

Revision 1 (3/1/04)



# The Right Chemistry

## Boiler Liquid B-765

### CHARACTERISTICS:

H-O-H Chemicals' B-765 contains a blend of high performance polymers and mild chelating agents. These additives have high affinity for calcium and iron in boiler water ranging in hydrate alkalinity from 100 to 500 ppm. B-765 is designed for steam boilers operating up to 600 psig using softened make-up water having less than 5 ppm total hardness. B-765 contains a polymer tracer that facilitates tracking of product introduction and use of sufficient treatment to match variations in sludge and debris loading of the boiler water.

B-765 contains polymers that will react with trace hardness and iron present in boiler feedwater to produce unusually fine sludge particles that are non-adherent to hot tube surfaces and are essentially non-settling. For maximum control of iron, B-765 should be used in conjunction with neutralizing or filming amine steam condensate line corrosion inhibitors and a sound program for eliminating dissolved oxygen from the boiler feedwater. Where dealkalization, demineralization or reverse osmosis is used to process make-up water or where boiler pressure is less than 50 psig, a supplemental alkalinity builder may be required.

### BENEFITS:

- Non-corrosive, non-hazardous product in convenient liquid form.
- Easy to run test procedure to control dosage
- Chemically ties up hardness and iron to prevent deposition on feedwater line and boiler heat-exchange surfaces.
- Phosphate free to help prevent iron phosphate boiler sludge deposits.
- Promotes the slow removal of existing boiler deposits.

### TYPICAL PROPERTIES:

|               |                   |
|---------------|-------------------|
| Appearance    | Dark brown liquid |
| Odor          | Slight            |
| Density       | 9.30 lbs./gal     |
| pH            | 9.6 - 10.2        |
| Boiling Point | Above 212 °F      |
| Solubility    | Complete          |

### PRODUCT SAFETY INFORMATION:

H-O-H B-765, while not corrosive, contains ingredients that may produce allergic reactions or irritation upon prolonged direct contact. For this reason, wash skin or remove clothing in the event of contact. Do not get in eyes. In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Do not take internally. Keep container closed when not in use. Store in a cool, dark, well-ventilated location.

Prior to using B-765, thoroughly read the Material Safety Data Sheet provided. If a current Material Safety Data Sheet is not available, contact your H-O-H Chemicals representative or H-O-H Chemicals to obtain one.

### DOSAGE:

H-O-H Chemicals' B-765 is generally for boiler facilities with softened make-up water. B-765 may be used as the only deposit control agent or may be used to augment other additives. B-765 may be fed directly from its shipping container or may be mixed with other treatment chemicals under the direction of H-O-H Chemicals' personnel.

Dosage of B-765 should be adjusted to yield a polymer residual of 5-10 ppm as determined by the recommended test procedure. For most boiler operating conditions, the dosage of B-765 is approximately 0.50 to 0.75 pounds per 1000 gallons of boiler make-up water. Polymer requirements are usually predictable. Your H-O-H representative will recommend the dosage and feed system best suited to your needs.

B-765 may also be used alone or in conjunction with other H-O-H Chemicals formulations to slowly remove existing boiler deposits. The success of any on-line cleaning program depends on the composition of the deposit, the amount present, and the rate of boiler water turnover. The dosage generally required for on-line cleanup is between 1.0 to 3.0 lbs per 1000 gallons of boiler makeup.

### FEEDING:

B-765 may be fed directly to an operating boiler with proper chemical introduction fittings or may be introduced to boiler feedwater prior to the feedwater pump. B-765 may also be introduced using a properly installed bypass feeder for low pressure boilers.

B-765 contains no aggressive chelants or highly alkaline components that would potentially affect the metallurgy of high pressure boiler feedwater pumps. It is therefore safe to introduce B-765 into the storage section of a feedwater deaerating heater or into the common feedwater pump suction piping provided sufficient mixing is present to insure adequate distribution. If B-765 is to be fed after the boiler feedwater pump, the chemical pump selected must be capable of pumping at a minimum pressure 25% in excess of the boiler feedwater pump discharge pressure.

If boiler operating pressure is above 600 psi, B-765 should be introduced after the feedwater pump. Determination of the optimum feeding point should be made only after consultation with H-O-H Chemicals.

### TESTING:

B-765 contains a state-of-the-art "traceable" polymer. This polymer has proven to be a superior dispersant of iron oxide, calcium phosphonate, and calcium phosphate and other difficult to disperse sludge. By employing new testing methodology, it is now possible in addition to guiding product dosage, to determine the percentage of polymer involved in controlling sludge and the amount of free polymer available to maintain dispersion as new particulates enter or form within boiler water. Successful control of sludge requires that a certain minimum concentration of free polymer be present at all times. If there is no polymer free of attachment to sludge particles, there is nothing available to interact with the new debris constantly contaminating boiler water.

Over



# The Right Chemistry

## Boiler Liquid B-668

### CHARACTERISTICS:

H-O-H Chemicals B-668 is a highly concentrated liquid formulation containing catalyzed sodium bisulfite for control pitting corrosion in steam boilers. B-668 is an excellent source of sulfite for large boiler systems that have efficient feedwater deaeration. B-668 is mildly acidic in nature and should not be used in boiler plants that lack good feedwater deaeration. If sulfite demand is high due to poor or no deaeration, attempting to use B-668 to satisfy system sulfite demand may result in reduction of feedwater pH and possible feedwater line corrosion. B-668 may be used as the sole sulfite source, in conjunction with one or more non-sulfite treatments, or used to augment another sulfite containing treatment. The pH of boiler feedwater should always be greater than 8.3.

Any steam boiler is vulnerable to pitting corrosion if oxygen is present in the boiler water. To prevent serious boiler and feedwater line damage, it is common practice to remove dissolved oxygen, DO, from boiler feedwater. The most cost-efficient means of DO removal is by mechanical deaeration at temperatures in excess of 215 °F. An efficient feedwater deaerator will remove all but the last few parts per billion, ppb, of oxygen. However, even ppb levels of oxygen can cause pitting. Sulfite reacts quickly and completely with the last traces of DO in feedwater to eliminate any chance of pitting. If mechanical deaeration is inefficient or absent, the demand for chemical deaeration using sulfite may be substantial. The chemical ratio of sodium bisulfite to DO is close to 7 to 1, further emphasizing potential for significant dosage where DO is high. B-667 should not be used in low pressure, heating boilers or boilers operating below 75 psig.

### BENEFITS:

- \* Convenient liquid form, feed directly from shipping container.
- \* Controls corrosion by removing oxygen.
- \* Rapid reaction time insures complete oxygen removal.
- \* Compatible with other boiler treatment chemicals.
- \* Non-toxic, Highly cost efficient.

### TYPICAL PROPERTIES:

|                     |                                   |
|---------------------|-----------------------------------|
| Appearance          | Light pink to colorless liquid    |
| Odor                | Irritating odor of sulfur dioxide |
| pH of 1.0% Solution | 3.7-4.3                           |
| Freeze point        | 43 °F                             |
| Solubility          | Complete                          |
| Density             | 11.1 lbs/gal                      |

### PRODUCT SAFETY INFORMATION:

B-668 is moderately corrosive. Contact with eye tissue may produce damage and possible loss of sight. Prolonged contact with skin may produce burns, allergic reactions or irritation. For skin contact wash with water and remove clothing. In case of eye contact, immediately flush eyes with plenty of water for at least 15 minutes and seek immediate medical attention. Do not take internally. Avoid breathing fumes, wear NIOSH approved respirator for SO<sub>2</sub> gasses or mists in confined spaces or as appropriate. Keep container closed when not in use. Store in a cool, dark, well-ventilated location.

### DOSAGE:

Dosage of B-668 is generally based on boiler make-up volume, and is directly dependent on the level of DO present in boiler feedwater. The percentage of make-up water in the boiler feedwater may indirectly influence DO if a large amount of relatively cold make-up is rapidly introduced into a deaerating heater. Such introduction can lower deaerator temperature and interfere with its ability to remove oxygen.

Where feedwater is mechanically deaerated at 215 °F or greater and DO is reduced to less than 50 ppb, dosage of B-668 will be approximately 0.13-0.44 lbs. per 1000 gallons of boiler make-up water. Dosage of B-668 should be adjusted to yield a boiler water sulfite residual of 20-40 ppm as Na<sub>2</sub>SO<sub>3</sub> for up to 600-psig steam pressure and 5-20 ppm for up to 1000 psig systems.

The following data illustrates the relationship between feedwater temperature, B-668 dosage and possible loss of feedwater °P alkalinity.

| Feedwater Temp. °F | B-668 Dosage, lbs. | °P Alkalinity Loss, ppm |
|--------------------|--------------------|-------------------------|
| 215                | .13                | 2.5                     |
| 205                | .25                | 4.8                     |
| 195                | .70                | 14.4                    |
| 185                | 1.05               | 20.2                    |

### FEEDING:

B-668 should be fed directly from its shipping container or from a vented bulk storage tank. To avoid excessive reaction with atmospheric oxygen and discharge of sulfur dioxide fumes, tank vents should include a water seal. Tanks should have a floating cover or floating media. H-O-H Chemicals markets a full range of chemical storage and feeding equipment for handling and controlling the introduction of B-668.

### MATERIALS OF CONSTRUCTION:

|                            |   |
|----------------------------|---|
| Measuring Pumps            | 316 Stainless Steel, PVC, and Polypropylene |
| Pipe & Tubing (High Temp.) | 316 Stainless Steel                         |
| (Ambient)                  | PVC, CPVC, Polypropylene, Polyethylene      |
| Elastomers                 | Viton, Hypalon, Teflon, Buna N              |
| Injection Quills           | 316 Stainless Steel                         |

Pipe or tubing meant to convey B-668 must be capable of withstanding high temperature at the point of chemical injection into feedwater piping or boiler. Pipe or tubing must also be rated to at least 125% in excess of injection pressure. Metal pipe or tubing must be used where temperature is greater than 110 °F. Where only ambient temperature is involved, polyethylene, PVC, or polypropylene pipe or tubing is suitable.

Long runs of polyethylene chemical delivery tubing should always be routed through thin wall electrical conduit with wide radius bends for support and tubing protection. Always use an appropriate metal injection fitting and ball valve at the point of B-668 injection. Pipe connection to a feedwater line should include a flexible connector.

Over



# The Right Chemistry

## Corrosion Inhibitor SC-96

### CHARACTERISTICS:

H-O-H Chemicals' SC-96 is a 40 % active solution of Cyclohexylamine and Diethylaminoethanol (DEAE) in water. SC-96 is a blend of neutralizing amines used to control acidic corrosion in boiler plant steam condensate lines. Cyclohexylamine and DEAE are stable, alkaline, organic compounds that become volatile when added to boiler water. Cyclohexylamine easily moves from boiler water in the form of a vapor with steam production to the farthest points of condensate formation. DEAE is less volatile than Cyclohexylamine and tends to move to points of condensate formation midway from the boiler plant. Both amines dissolve in condensate where they increase pH and neutralize carbonic acid responsible for condensate return line corrosion. Carbonic acid is derived from carbon dioxide gas, CO<sub>2</sub>, formed during steam production due to thermal decomposition of naturally occurring bicarbonates in boiler make-up water.

The federal Food and Drug Administration currently recognizes three neutralizing amines as steam additives, Cyclohexylamine, morpholine and DEAE. Cyclohexylamine is the most volatile of these and is best suited for use in low and moderate pressure boiler systems where steam pressure is less than 600 psi. DEAE is less volatile than Cyclohexylamine, but acts to help push Cyclohexylamine to the farthest extremities of steam distribution. SC-96 is excellently suited for steam distribution systems with one or more stages of pressure reduction.

### BENEFITS:

- Controls "grooving" corrosion due to carbon dioxide, CO<sub>2</sub>.
- USDA/FDA approved for use in food processing plants.
- Compatible with other boiler treatment chemicals.
- Highly mobile; effectively reaches system extremities.
- Minimal amine loss with boiler blowdown.
- Minimizes condensate corrosion debris leading to cleaner boilers.

### TYPICAL PROPERTIES:

|                  |   |
|------------------|---|
| Appearance       | Clear, colorless Liquid   |
| Odor             | Strong ammonia-like odor  |
| Density          | 8.10 lbs./gal   |
| pH               | 12.1  |
| Flash Point      | Greater than 127 °F   |
| Solubility       | Complete  |
| Chemical Formula | C <sub>6</sub> H <sub>11</sub> NH <sub>2</sub> (Cyclo.) +<br>(C <sub>2</sub> H <sub>5</sub> ) <sub>2</sub> NC <sub>2</sub> H <sub>4</sub> OH (DEAE) |

### DOSAGE:

The dosage of H-O-H Chemicals' SC-96 depends on several chemical and mechanical factors specific to each individual boiler plant and steam distribution system. The primary factor affecting dosage is the bicarbonate alkalinity of the boiler make-up. The higher this alkalinity the more SC-96 required to achieve full CO<sub>2</sub> neutralization. Other factors include the extent of steam distribution, pressure reduction stations, the amount of condensate returned to the boiler plant and feedwater temperature and deaeration. In general, the dosage of SC-96 is 0.40-0.70 pounds per 1,000 gallons of boiler make-up.

SC-96 introduction should be guided by the pH of the treated condensate as taken from sampling points remote from the boiler house. It is best to sample two or more remote locations using the lowest pH found to guide SC-96 introduction. Condensate pH should be held between 7.8-8.5 to control corrosion. If SC-96 is used to treat steam that directly contacts food, FDA regulations require that the concentration of Cyclohexylamine in treated steam not exceed 10 ppm, DEAE not exceed 15 ppm and that the sum of both not exceed 25 ppm.

### PRODUCT SAFETY INFORMATION:

SC-96 is considered to be a "GRAS" substance as given by FDA Regulation 21, CFR 173.340. SC-96 is corrosive by DOT and OSHA standards belonging to Packaging Group II. SC-96 is nonflammable with a moderately low flash point of greater than 127 °F. SC-96 solutions are strongly alkaline in nature. Contact with SC-96 can cause skin burns and damage eye tissue. For greatest safety, a rubber apron, gloves and chemical goggles or full face shield should be worn while handling this product. SC-96 should be used with adequate ventilation to prevent the accumulation of vapors and fumes.

Persons responsible for the procurement, use or disposal of SC-96 should be familiar with the appropriate safety and handling information outlined in the H-O-H Chemicals Material Safety Data Sheet. In case of emergency involving SC-96, contact H-O-H Chemicals during business hours or Chemtec anytime day or night at (800) 424-9300.

### MATERIALS OF CONSTRUCTION:

|                    |  |
|--------------------|--|
| Metering Pumps     | Steel, Stainless Steel, Polypropylene                            |
| Pipe & Tubing      | Steel, Polyethylene, Stainless Steel                             |
| Elastomers         | Hypalon, Teflon, Buna-N  |
| Transfer Equipment | Steel, Stainless Steel, Polypropylene<br>Do not Use PVC or Tygon |

### PACKAGING:

|                             |                  |
|-----------------------------|------------------|
| Bulk Delivery               | as Requested     |
| 55-Gallon Polyethylene Drum | 445-lbs. net wt. |
| 30-Gallon Polyethylene Drum | 245-lbs. net wt. |
| 5-Gallon Polyethylene Pail  | 39-lbs. net wt.  |

Note: Bulk delivery typically involves filling a 100 to 500 gallon on-site tank designed to hold sufficient treatment for one to three months of normal boiler system operation. Since Cyclohexylamine and DEAE produce objectionable fumes and vapors, any bulk tank meant to hold SC-96 must be sealed to the local environment with vent piping discharging outside the building.

Tanks used to hold SC-96 may be constructed of polyethylene, steel or stainless steel. PVC, CPVC or Tygon should not be used as any part of such an assembly.

### ADDITIONAL INFORMATION:

To place an order please call:

Corporate Office - Palatine, IL  
(847) 358 7400  
Wisconsin Office - Milwaukee, WI  
(414) 421-2070

To obtain further technical information please visit our homepage at

[www.hohchemicals.com](http://www.hohchemicals.com)

\* SC-96 MSDS

### CHARACTERISTICS:

CS-57 is a complete formulation providing sodium molybdate, tolyltriazole and sodium silicate for corrosion inhibition along with sodium tetraborate and other pH and alkalinity-buffering agents. CS-57 is intended for use in closed hot and chilled recirculating water systems of all sizes, hot water boilers, engine jacket and other closed recirculating water systems. The combination of corrosion inhibitors in CS-57 will typically hold corrosion in such systems to less than 0.10 mil's per year, as measured by corrosion test coupons, provided that basic H-O-H Chemicals' guidelines for closed system treatment are maintained. CS-57 requires Dissolved oxygen (DO) to work effectively. If there is doubt concerning the amount of DO present, an easy-to-run, colorimetric DO test can be used to measure DO. Dissolved oxygen level can be increased using H-O-H Chemicals CS-10, 10% hydrogen peroxide solution.

### BENEFITS:

- \* Protects steel, copper, copper alloys and aluminum.
- \* Contains a highly efficient copper and yellow metal inhibitor.
- \* Molybdate inhibitor is not influenced by microbial activity.
- \* Provides pH buffering and reserve alkalinity to hold pH at 9.0 to 10.5.
- \* Designed to minimize addition of unnecessary organics.

### TYPICAL PROPERTIES:

|                     |                         |
|---------------------|-------------------------|
| Appearance          | Clear Near White Liquid |
| Odor                | Very Mild Organic Odor  |
| Density             | 9.34 lbs./gal.          |
| Flash Point         | None                    |
| Solubility in Water | Complete                |
| pH                  | 11.5                    |
| Vapor Pressure      | No Volatile Components  |

### MATERIALS OF CONSTRUCTION:

|                       |                                       |
|-----------------------|---------------------------------------|
| By-pass (pot) feeders | Epoxy Coated Steel or Stainless Steel |
| Metering Pumps        | PVC, Polypropylene, Acrylic, Steel    |
| Pipe & Tubing         | Steel, Stainless Steel                |
| Elastomers            | Hypalon, Buna-N, Teflon               |

Mount pot feeders at a convenient height to allow ease of filling, about 3 ft. above the floor, and near a floor drain to allow ease of draining. Long runs of polyethylene pump tubing should always be routed through thin wall electrical conduit with wide radius bends for support and tubing protection using a metal injection fitting and ball valve at the point of CS-57 injection. When pumping into a pressurized system, insure adequate system expansion or metering pump pressure relief.

### DOSAGE:

New systems or systems containing debris should always be chemically cleaned using an alkaline detergent formulation such as H-O-H Chemicals C-311 or C-312 prior to adding CS-57 or any other closed system treatment. The standard dosage of CS-57 is 5.0 gal's per 1000 gallons of system capacity. If the proper amount of CS-57 is added to a pre-cleaned, closed recirculating water system, the following conditions may be anticipated, with exception of DO which may require independent control:

|                                   |   |
|-----------------------------------|---|
| pH                                | 9.0 to 10.5                                     |
| "P" or Reserve Alkalinity         | 100 to 500 ppm as CaCO <sub>3</sub>             |
| Molybdate                         | 50 to 100 ppm as MoO <sub>4</sub> <sup>2-</sup> |
| Tolyltriazole                     | 15 to 20 ppm                                    |
| Silica                            | 35 ppm as SiO <sub>2</sub>                      |
| Dissolved Oxygen (DO) Requirement | 5 to 15 ppm as O <sub>2</sub> <sup>NOTE</sup>   |

Note: DO can be added to closed system water using H-O-H Chemicals CS-10

Where uninhibited or commodity grade ethylene or propylene glycol is used for freeze protection, it may be necessary to increase the dosage of CS-57 to generate the desired 100 to 500 ppm "P" alkalinity and 9.0 to 10.5 pH. Under such conditions, the maximum dosage of CS-57 should not exceed 10 gallons per 1,000 gallons of system capacity. If insufficient "P" alkalinity is still not present after adding 10 gal's of CS-57 per 1,000 gallons of system capacity, use a borate concentrate such as H-O-H Chemicals CS-25 to achieve desired alkaline buffering.

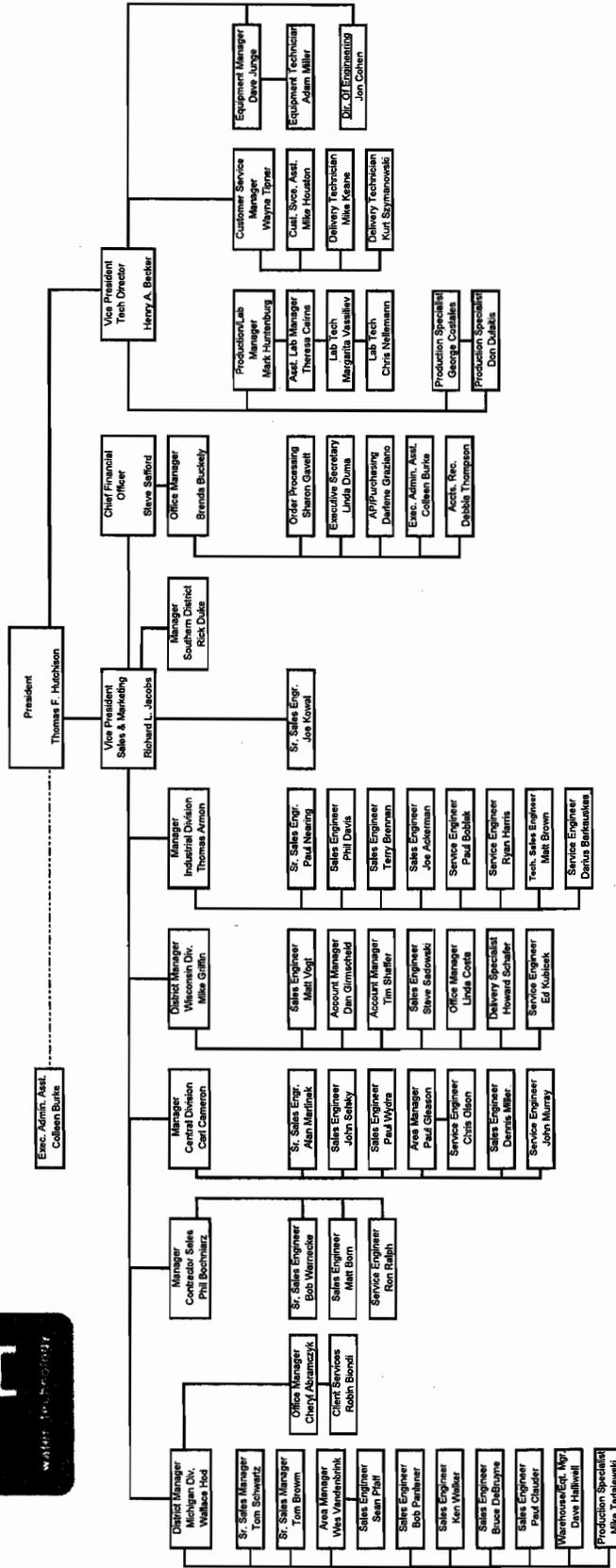
Free caustic such as present in H-O-H Chemicals B-725 or B-750 may be employed to overcome the effects of excessive glycol decomposition resulting in formation of organic acids such as acetic, formic, or glycolic acid. In extreme cases of glycol decomposition, it may not be prudent to retain the anti-freeze solution making total replacement of system water and glycol the only viable option.

### PRODUCT SAFETY INFORMATION:

H-O-H Chemicals' CS-57 contains moderately alkaline components that can irritate skin and damage eye tissue. Care should always be taken to use proper safety equipment and to avoid direct skin or eye contact by the product. Prior to using CS-57, thoroughly read the Material Safety Data Sheet provided. If a Material Safety Data Sheet is not available, contact H-O-H Chemicals to obtain one.

In the event of contact with skin, wash affected area with soap and plenty of water for at least 15 minutes. For eye contact, immediately flush with large amounts of water for 15 minutes and get immediate medical attention. Do not take internally. Keep container closed when not in use. Containers of CS-57 should be stored in a cool, dark, well-ventilated location out of exposure to direct sunlight and away from sources of radiant heat. Use only as directed. Never directly mix CS-57 with other chemicals such as H-O-H Chemicals CS-10 (10% hydrogen peroxide, H<sub>2</sub>O<sub>2</sub>) in concentrated form, either in containers or in pot-feeding devices.

Over



## **H-O-H RESPONSE POLICY AND GUIDE FOR END-USER HAZARDOUS MATERIALS INCIDENTS**

### **I. Overview**

A hazardous materials (HAZMAT) incident may occur at or during any of the following:

- A. At H-O-H Chemical's Plant
- B. During Product Transport
- C. At Customer's Facility

This policy statement and guide covers the actions and responsibilities of H-O-H personnel in responding to a report of a HAZMAT incident at a customer's facility. Steps are also presented to provide telephone instructions to aid the customer in minimizing the impact of the HAZMAT situation until H-O-H personnel or local HAZMAT authorities arrive on-site. Please consult the diagram appearing on the following page for an overview of our HAZMAT response.

## **II. Action During Business Hours**

During business hours, any phone report of a HAZMAT incident ***must*** be acted upon immediately. This action must be conducted in a calm businesslike manner and must include:

- A. Immediate notification of both Tom Hutchison and Henry Becker.
- B. Immediate notification of the salesman responsible for the reporting facility.  
If the salesman cannot be contacted, Rich Jacobs must be notified.
- C. The responsible salesman must ***immediately*** proceed to the HAZMAT incident or must stay in secure contact with the alternate H-O-H representative responding.
- D. Every effort must be made to maintain open communications between the facility and our office to facilitate and coordinate our response.
- E. At least one individual is to remain at H-O-H chemicals after quitting time, if necessary, acting as coordinator until released by the H-O-H representative arriving on-site.
- F. When a report is received, the following information should be requested. Our standard HAZMAT information form (checklist) should be used to obtain the following:
  1. Name and number of reporting organization and individual.
  2. Time and date of report.
  3. Exact location of the spill/HAZMAT incident.
  4. Description of spill or incident:
    - a. Are there any injuries?
    - b. What H-O-H product/products are involved?
    - c. Quantity spilled, quantity remaining?
    - d. Extent of spill area?
    - e. Is smoke or fog present?
    - f. Is the spill bubbling?
    - g. Are vapors or smells present?
    - h. What equipment or building surfaces have been contacted?

- i. Is the spill draining to a sewer, to a lower level, or possibly penetrating into the floor?
- j. Has an emergency service or HAZMAT authority been summonsed?
- k. How long since the spill occurred, time and date?
- l. What steps have been taken to contain the spill?

**III. Action After Business Hours, Weekends & Holidays**

A. After business hours, it is anticipated that HAZMAT incidents will be reported to Chemtrec, our 24-hour emergency reporting service. Chemtrec has standing instructions to notify us according to the following priority:

1. Henry Becker
2. Tom Hutchison
3. Rich Jacobs
4. Mark Huntenburg
5. Bob Warnecke

B. It is the responsibility of the individual contacted by Chemtrec to:

1. Assume coordination of our response.
2. Gather the descriptive information detailed above (II-F-4).
3. Notify Tom Hutchison and Henry Becker.
4. Go to the site or verify that another qualified H-O-H employee can respond.
5. Maintain open communications with the account and any other H-O-H personnel involved.
6. Be prepared to instruct on-site customer personnel until an H-O-H representative arrives.

**IV. Guidelines**

A. Each facility and its personnel are unique and each spill or HAZMAT incident represents a unique set of conditions. For these reasons we cannot make assumptions about an incident that dissuade us from visiting the site ASAP. If a customer feels sufficiently concerned about an incident to make a report, we **must** visit the site.

- B. The responsibility for all hazardous materials incidents belongs to the owner or operator of the facility in question. It is the responsibility of H-O-H Chemicals to provide sufficient information to guide the owner or operator in proper storage, and handling of our products and in emergency response. As part of this information requirement, H-O-H Chemicals may advise and assist facility personnel in dealing with a HAZMAT situation.
- C. **It is most important** that any involvement of H-O-H Chemicals personnel in a HAZMAT incident be conducted in the most professional manner. We should make every effort to use correct language and to minimize emotion. We should be very precise in warning plant personnel of possible dangers without causing unnecessary alarm or over-reaction. We **must not** initiate or take part in any discussions that lead to or speculate about blame or cause. Any such discussions must be reserved until after the incident is under control and we have as much information as can reasonably be obtained. To enter into such discussions during the initial report can fan emotions and make our response more difficult to conduct.
- D. As the basis for our HAZMAT response planning, it is assumed that the individual most knowledgeable about any specific facility is the salesman responsible for that account. It is further assumed that the individuals in best position to access the severity and remediation of any given situation are Henry Becker and Tom Hutchison. Ideally, the salesman will immediately establish contact with and proceed to the account. The salesman must also establish contact with Henry Becker, Tom Hutchison or the next available person on our response list. If the salesman is not available, Henry Becker, Tom Hutchison or a person that either designates will proceed to the account. If neither Henry Becker nor Tom Hutchison can be reached, the next available person on the response list will proceed to the account to guide our response. The H-O-H Chemicals respondent should establish immediate contact with the person in charge of the facility, and begin taking notes detailing the steps taken to contain and rectify the HAZMAT incident.
- E. The most important step in dealing with a HAZMAT incident is to make sure that the area where the incident has occurred is safe. The following steps should be taken to insure that the area is safe to begin cleanup or other remedial activities.
1. Consult the Material Safety Data Sheet(s) for the product(s) involved.
  2. Put on all specified personal protective equipment before entering the area of the spill. Never enter a spill area without backup or surveillance.
  3. Contain any spills using prepared containment media/devices, and/or any inert objects. Make every effort to prevent the spill from entering floor drains, flowing to a lower level or flowing onto the ground.
  4. Ventilate the area as best as possible by opening doors and windows, setting up fans, using exhaust fans, etc. It is important to minimize smoke, vapor or any potentially injurious fumes.

5. Turn off electrical service to any appliance, wall outlet, or machinery that has been or may be contacted by the spilled material.
6. Make sure that adequate lighting is present in the area of the HAZMAT incident to insure safe working conditions during cleanup.
7. If smoke, fire or radiant heat are present or if there is any real doubt about possible fire, call the fire department and move to a safe distance.
8. If possible, move any additional chemical containers out of range of potential contact with the spilled material. Always close containers before moving to avoid secondary spills and splashing.
9. If a tank or drum is leaking, attempt to stop or totally contain the leak so that additional material is prevented from magnifying the spill.
10. If, for toxic substances, an amount of material greater than the **reportable quantity** (consult the bottom of side 2 of the appropriate MSDS) has entered a sewer, flowed over the ground or in any other manner has been discharged from the facility to the environment, immediately contact the Federal and State EPA Response Centers. There are cases where the report was made a few hours after discovery of an incident and the facility was fined. Reports should be made ASAP, i.e., less than an hour after discovery.
  - a. National Response Center            800/424-8802
  - b. State of Illinois                        800/782-7860

Telephone incident reports must be followed by a written report within 30 days.

- F. Given the unique conditions encountered in each separate HAZMAT incident, it is impossible to formulate specific instruction to guide our response. In general, however, the following guidelines and suggestions should be followed:
1. The H-O-H respondent on-site should concentrate on finding out the extent of any spill or incident in relation to the immediate safety of facility personnel and occupants. If full or partial evacuation is reasonably warranted, he should so advise or consent to.
  2. The respondent should be prepared to think quickly and decisively based on as much information as can be reasonably gathered. He should evaluate the situation not only from the standpoint of what has already happened, but also what might reasonably be expected if the spill or release of chemical is not contained and continues to grow.
  3. The respondent should attempt to establish the best rapport possible with facility management personnel, the individuals involved in containing and cleanup of the

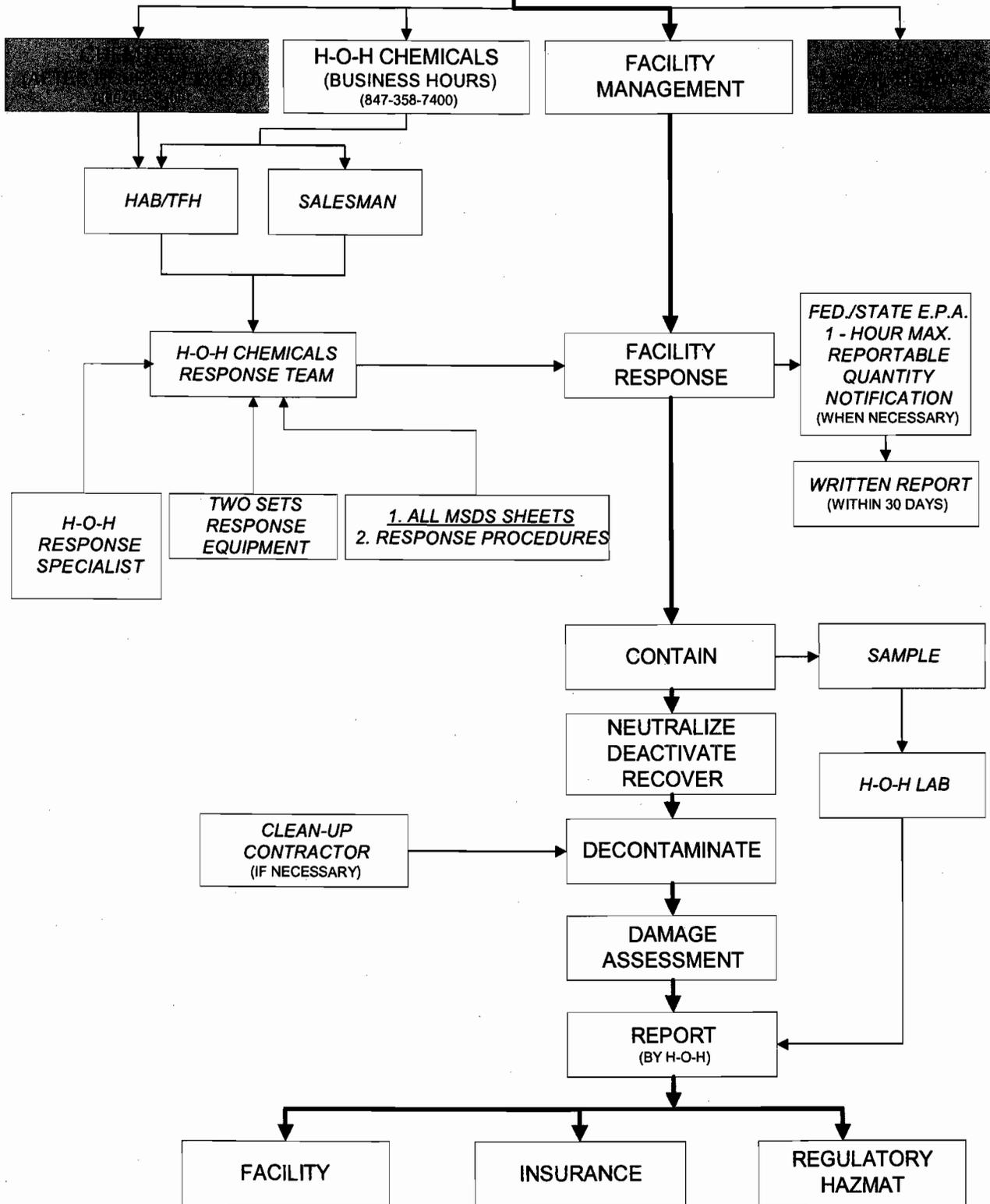
spill or release, and any HAZMAT or insurance officials that may be called. This is perhaps as important as the actual technical advice that we give. The degree of success and the efficiency of overcoming the situation can very easily depend upon how well we communicate with people. We must be extremely careful to avoid statements or actions that inflame emotions.

4. The respondent should not attempt to do everything himself or answer all questions if he is not reasonably sure of himself. He should seek whatever help he feels necessary from other H-O-H personnel or from outside sources if necessary.
5. General guidelines for dealing with the situation are:
  - a. Contain the spill or release.
  - b. Stop leak(s) feeding the release.
  - c. Prevent the release from leaving the premises.
  - d. Attempt neutralization and/or deactivation as soon as possible.
  - e. Absorb, pickup or remove the release ASAP, so that the incident is resolved with minimum additional involvement.
  - f. If there is any possibility that the spill or release has permeated into building materials, electrical conduit, piping, ductwork or any other structure, every effort should be made to investigate the extent of permeation and take the necessary steps to minimize damage and transport of the spill to other portions of the facility.
- G. Once the area of a spill is safe and the spill has been contained, the material spilled must be quickly collected and the area rendered harmless. The following steps should be followed:
  1. Collect a sample of the spill for laboratory analysis.
  2. If the customer has adequate equipment to safely collect the spill, the H-O-H representative on-site may guide the work, in cooperation with facility personnel. If adequate equipment is not available, a private clean-up service may be called in or H-O-H Chemicals equipment may be employed. When requesting H-O-H Chemicals clean-up equipment, consideration must be given to the time required for transport and the availability of transport.
  3. Given the nature of the product spilled, chemical neutralization or deactivation may be required to prevent damage to concrete or metal surfaces.

4. Acid spills should be neutralized using soda ash (B-500) and a limited amount of water so as to not overflow containment or flush unneutralized product into a sewer.
  5. Highly alkaline spills should be neutralized using granular sodium bisulfate or citric acid. Weakly alkaline spills are best dispensed using water.
  6. Microbicide spills should be deactivated using soda ash.
  7. Sodium hypochlorite spills should be deactivated and neutralized using granular sodium bisulfite.
  8. Once a spill is neutralized and/or deactivated, an inert absorbent may be used to help absorb and concentrate the spill so that it may be collected and placed in a suitable container for disposal.
  9. Prior to disposal, collect a sample of the final media for laboratory analysis.
- H. The on-site H-O-H Chemical's representative should remain until the spill or HAZMAT incident is fully contained and neutralized. The representative should not leave until:
1. Relieved by other H-O-H personnel.
  2. The incident is in the final cleanup mode and there is mutual agreement between Tom Hutchison or Henry Becker, speaking for H-O-H Chemicals and the person responsible for the facility.
- I. Prior to leaving, the H-O-H representative shall:
1. Complete taking notes, including recording the time of departure.
  2. Make a discrete assessment of any damages.
  3. Make sure that any H-O-H Chemical's equipment is put in good order for return and that instructions are formulated for its return to H-O-H Chemicals.
  4. Obtain the names and telephone numbers of all interested parties including any emergency (Fire Dept.) supervisors and outside cleanup contractors.
- J. As soon as possible, i.e., the next day:
1. Collect and collate all notes.
  2. Write a summary of the incident and our response.
  3. Submit the original notes and report to Tom Hutchison with carbon copies to Henry Becker, Rich Jacobs and to file.

- K. Upon completion of laboratory work on spill samples, Henry Becker will write a report detailing the character of the spill and the final cleanup products. This report will be addressed to Tom Hutchison with copies to all interested parties and to file.
- L. The reports outlined above along with our standard HAZMAT checklist filled out when the incident was first reported will serve as the basis for any further reporting to:
  - 1. The facility in question
  - 2. Insurance carrier
  - 3. Governmental or HAZMAT/authority

# SPILL/HAZMAT INCIDENT (REPORT ON DISCOVERY)



**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              | Limited Liability Corporation Signature Page  | EDS 15a/b/c  |
| 9              | Corporation Signature Page  | EDS 16a/b/c  |
| 10             | Cook County Signature Page  | EDS 17       |

## 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 Chief Procurement Officer. 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, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

**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: CHICAGO UNITED INDUSTRIES

Address: 53 W. JACKSON BLDG CHICAGO, ILLINOIS 60604

E-mail: g1@CULTO.COM

Contact Person: GEORGE LOCKA Phone: (312) 786-1471

Dollar Amount Participation: \$ 46,178.27

Percent Amount of Participation: 25 %

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

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

MBE/WBE Firm: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

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

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

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal 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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: CHICAGO UNITED INDUSTRIES, LTD. Certifying Agency: CITY OF CHICAGO
Address: 53 W. JACKSON, SUITE 1450 Certification Expiration Date: 4/1/2013
City/State: CHICAGO, IL Zip: 60604 FEIN #: 36-3453915
Phone: 312-786-1471 Fax: 312-786-1026 Contact Person: GEORGE LOERA
Email: gl@cuiltd.com Contract #: 12-53-436

Participation: [X] Direct [ ] Indirect

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

[ ] No [ ] Yes - Please attach explanation. Proposed Subcontractor:

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

WATER TREATMENT CHEMICALS

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

\$46,178.27 (25%)

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook.

Signature (M/WBE) George Loera

GEORGE LOERA Print Name

CHICAGO UNITED INDUSTRIES, LTD. Firm Name

2/7/13 Date

Signature (Prime Bidder/Proposer) Joseph Kowal

JOSEPH KOWAL Print Name

H2O WATER TECHNOLOGY Firm Name

2/7/13 Date

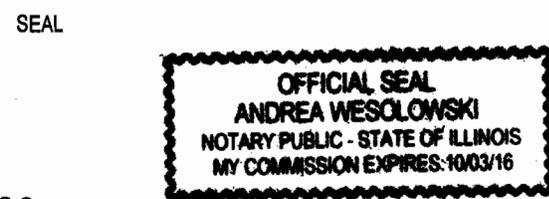
Subscribed and sworn before me

this 7th day of June, 2013 Notary Public Gabriela Jaime



Subscribed and sworn before me

this 7th day of February, 2013 Notary Public Andrea Wesolowski





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

gl@cuitd.com

January 15, 2013

George Loera  
Chicago United Industries  
53 W. Jackson Blvd. – Suite 1450  
Chicago, IL 60604

Dear Mr. Loera:

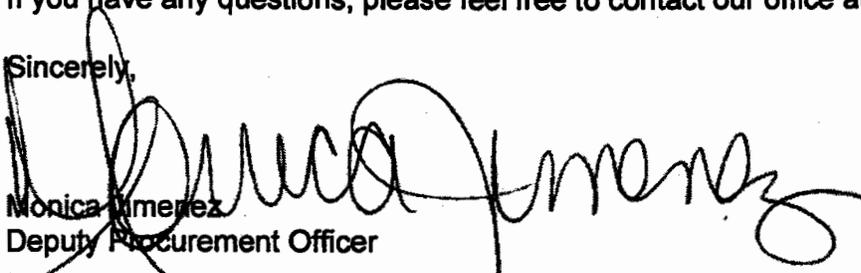
This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) until April 1, 2013. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and a copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

  
Monica Jimenez  
Deputy Procurement Officer

MJ:gs



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

December 2, 2011

George Loera  
Chicago United Industries, LTD  
53 West Jackson Blvd  
Suite 1450  
Chicago, IL 60604-3606

**Annual Certificate Expires: February 1, 2013**

Dear George Loera:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

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

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

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

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

**HEATERS, ELECTRIC (BASEBOARD TYPE) AND PARTS, HEATERS,  
ELECTRIC (PANEL OR WALL TYPE) AND PARTS  
APPLIANCES, SMALL, ELECTRIC, ELEC.PARTS (NOT IGNITION), SPARK  
PLUG CLEANER AND TESTER, ELECTRIC, WATER SAFETY EQUIPMENT  
AND SUPPLIES; ROPE FLOAT LINES, LAMPS, MISCELLANEOUS POLES  
AND STANCHIONS, VACUUM CLEANERS, (COMM., WET OR DRY), PARTS,  
AND ACCESSORIES, JANITORIAL EQUIPMENT AND SUPPLIES,  
RECYCLED MACHINERY AND HARDWARE, INDUSTRIAL, ELEC.  
ACCESSORIES AND PARTS (NOT LIGHTING), LAMPS/LIGHTING, LENS,  
AND SIGNALS, INT. AND EXT., PIPE FITTINGS, MISC., DRYERS, HAND,  
ELECTRIC, WATER PUMPS AND ACCESSORIES, SECURITY SYS/  
EQUIPMENT, COMMUNICATIONS, FULL NON CHEM/CHEM/WATER  
TREATMENT SYS: ULTRAVIOLET WATER SUPP FILTRATION  
EQUIPMENT AND ACCESSORIES, WATER METER FITTINGS, WATER  
ACCESSORIES, PARTS AND CONVERSION KITS AUTO, TRUCK AND BUS  
PARTS AND EQUIPMENT, ELECTRICAL SUPPLIES, AUTO SUPPLIES AND  
EQUIPMENT, WATER DISTRIBUTION SUPPLIES AND EQUIPMENT,  
FURNITURE, ALUMINUM SIGN BLANKS**

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



**Michael Chambers  
Senior Compliance Officer**

**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: LOWSON STATIONERS INC

Address: 1056 ARTHUR AVE ELK GROVE, IL 60007

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: 847 593-8282

Dollar Amount Participation: \$ 18,471.31

Percent Amount of Participation: 10% %

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

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

MBE/WBE Firm: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

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

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

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal 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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Logsdon Stationers Certifying Agency: CHICAGO  
Address: 1055 Arthur Ave Certification Expiration Date: 4-1-2013  
City/State: Elk Grove Zip 60007 FEIN #: 36-2365967  
Phone: 847-593-8282 Fax: 847-593-6299 Contact Person: JAN BROWN  
Email: jbrown@logsdonofficesupply.com Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

~~WATER TREATMENT CHEMICALS~~  
OFFICE SUPPLIES JK

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

\$18,471.31

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

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

Lenore Dern  
Signature (M/WBE)

Lenore Dern  
Print Name

Logsdon Stationers  
Firm Name

2/8/13  
Date

Subscribed and sworn before me

this 8th day of February, 2013.

Notary Public: Rhonda L. Weicherding

SEAL



John Kowal  
Signature (Prime Bidder/Proposer)

JOSEPH KOWAL  
Print Name

HOH WATER TECHNOLOGY  
Firm Name

2/7/13  
Date

Subscribed and sworn before me

this 7th day of February, 2013.

Notary Public: Andrea Wesolowski

SEAL



THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE



|                    |                      |                            |                       |
|--------------------|----------------------|----------------------------|-----------------------|
| Earlean Collins    | 1 <sup>st</sup> Dist | Bridget Gainer             | 10 <sup>th</sup> Dist |
| Robert Steele      | 2 <sup>nd</sup> Dist | John P. Daley              | 11 <sup>th</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 Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5502

February 5, 2013

Lenore Dern  
Logsdon Stationers, Inc. dba Logsdon Office Supply  
1055 Arthur Ave.  
Elk Grove Village, IL 60007

Re: **Cook County MBE/WBE/VBE Certification Extension**

Dear Ms. Dern:

Please be advised that your status as a certified Minority Business Enterprise (**MBE**), Women's Business Enterprise (**WBE**) and/or Veteran Business Enterprise (**VBE**) has been extended until **June 30, 2013**.

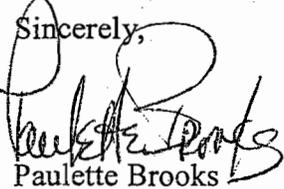
This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE** Program.

In responding to procurement opportunities, as evidence of your current **MBE/WBE/VBE** certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Paulette Brooks at (312) 603-5502.

Sincerely,

  
Paulette Brooks

Interim Contract Compliance Director

PB/ek

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

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER                       FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

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

## CERTIFICATIONS (SECTION 4)

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

### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

### **B. BID-RIGGING OR BID ROTATING**

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

### **C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

| Name | Address    |
|------|------------|
|      | <i>N/A</i> |
|      |            |
|      |            |

**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:

\_\_\_\_\_

*500 SOUTH VERMONT STREET*

\_\_\_\_\_

*PALATINE ILLINOIS 60067*

\_\_\_\_\_

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

Yes:   *X*   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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.**

**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): 02-23-308-004  
02-23-308-028

**(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.

# COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

### Privilege Information:

County Privilege: BL-06-0089  
County Department: COOK COUNTY PALATINE ILLINOIS

### Applicant Information:

Last name: HUTCHINSON First Name: THOMAS MI: F  
SS# (Last Four Digits): 3 5 4 5 Date of Birth: \_\_\_\_\_  
Street Address: 711 NORTH CHESTNUT  
City: ARLINGTON HEIGHTS State: ILLINOIS Zip: 60004  
Home Phone: (847) 392-5419 Drivers License No: 43228265 3175

### Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.  
 B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.  
 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations  
 D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Thomas F. Hutchinson Date: 2/7/13

Subscribed and sworn to before me this 7th day of February, 20 13

x Andrea Wesolowski  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the contract.

EDS-8



5.10.12

# 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: H-O-H WATER TECHNOLOGY, INC D/B/A: HOH WATER TECHNOLOGY EIN NO.: 362 66 3459

Street Address: 500 SOUTH VERMONT STREET

City: PALATINE State: ILLINOIS Zip Code: 60067

Phone No.: 847 358-7400

### 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 |
|------------------------|---|---|
| THOMAS F HUTCHISON     | 711 N CHESTNUT ARLINGTON HTS, IL 60004  | 41%                                     |
| ELIZABETH A. HUTCHISON | 711 N. CHESTNUT ARLINGTON HTS, IL 60004 | 41%                                     |

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 |
|-----------------------|-------------------|---------------------|
| N/A                   |                   |                     |

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No  
 If yes, state the name, address and percentage of beneficial interest of such person 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.

THOMAS F. HUTCHISON  
 Name of Authorized Applicant/Holder Representative (please print or type)

Thomas F. Hutchison  
 Signature

hutch@kehwatertechnology.com  
 E-mail address

PRESIDENT  
 Title

2/7/13  
 Date

847 358 7400  
 Phone Number

Subscribed to and sworn before me this 7th day of Feb., 2013.

My commission expires: 10/3/16

x Andrea Wesolowski  
 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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

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 LIMITED LIABILITY 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 Procurement Director 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: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

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

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

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

\* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

\*\* **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: H2-H WATER TECHNOLOGY, INC

BUSINESS ADDRESS: 500 SOUTH VERMONT PALATINE, IL 60067

BUSINESS TELEPHONE: 847 398 7400 FAX NUMBER: 847 398 7062

CONTACT PERSON: JOSEPH KOWAL

FEIN: 362663459 \*IL CORPORATE FILE NUMBER: D4848-976-1

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: THOMAS F. HUTCHISON

VICE PRESIDENT: MIKE GRIFFIN  
CARL CAMERON  
HENRY BECKER

SECRETARY: STEVEN SAFFORD

TREASURER: THOMAS F. HUTCHISON

\*\*SIGNATURE OF PRESIDENT: *Thomas F. Hutchison*

ATTEST: *St/S* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
7th day of February, 2013.

x *Andrea Wesolowski*  
Notary Public Signature

My commission expires: 10/3/16



\_\_\_\_\_  
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 10)

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

Not required  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

John E. Bl  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 22 DAY OF March, 2013

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

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

12-53-436

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 184,708<sup>50</sup>  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

Not required  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)