

**BIDDER:** BCR AUTOMOTIVE GROUP LLC DBA ROESCH FORD

**Bidder's email address:** mikehilmers@roeschtrucks.com



**COOK COUNTY GOVERNMENT**  
Office of the Chief Procurement Officer

**CONTRACT FOR SUPPLIES**

**DOCUMENT NO. 2045-18358**  
**(PURCHASE ORDER NO. 70000172070)**

**FORD F-550 TRUCKS**  
**FOR**  
**COOK COUNTY DEPARTMENT OF**  
**TRANSPORTATION AND HIGHWAYS**

**BID OPENING WILL BE ON**  
**WEDNESDAY, OCTOBER 21, 2020 AT 10:00 A.M. CENTRAL STANDARD TIME**

Bids must be up loaded to: <https://www.cookcountyil.gov/service/online-solicitation-bid-submission>

**LATE BIDS WILL NOT BE CONSIDERED**

Questions regarding this Bid should be directed to:  
**DANIEL GIZZI, SENIOR CONTRACT NEGOTIATOR**  
**PHONE: (312) 603-6825**  
**EMAIL: DAN.GIZZI@COOKCOUNTYIL.GOV**

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**Toni Preckwinkle**  
**Cook County Board President**

**Raffi Sarrafian**  
**Chief Procurement Officer**

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**EXHIBITS:**

Exhibit I	Instructions For Electronic Bid Submission
Exhibit II	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit III	Electronic Payables Program Form
Exhibit IV	Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form
Exhibit V	Social Enterprise Preference Form
Exhibit VI	Veteran's Workplace Preference Public Works Contracts Form
Exhibit VII	Eligible Bid Preference for Businesses Owned by People with Disabilities
Exhibit VIII	Board Approval (If Applicable)
Exhibit IX	Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan
Exhibit X	Economic Disclosure Statement Forms, <i>including Contract and EDS Signature Pages</i>

**Fillable PDF Links for all Exhibits Available at: <https://www.cookcountyil.gov/service/doing-business-cook-county>**

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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BID CONTRACTS  
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INSTRUCTIONS TO BIDDERSIB-01 DEFINITIONS

- A. **BIDDER** shall mean any Person who submits a Bid.
- B. **BID COVER PAGE** shall mean the general description of the required services, goods, equipment, or supplies, the contact information of the assigned Contract Negotiator or Specification Engineer in the Office of the Chief Procurement Officer, and shall include the date, time and place for both the submission of Bid Proposals and the opening of the Bid Proposals.
- C. **BID or BID PROPOSAL** shall mean a response to the Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- D. **BID DOCUMENTS** means the documents, specifications, forms and other information necessary and required for a Bid.
- E. **BID NOTICE** means the notice from the CPO regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and place for both the submission of Bids and the opening of the Bids.
- F. **CONTRACT** shall mean any written document to make Procurements by or on behalf of Cook County.
- G. **CONTRACT DOCUMENTS** shall mean collectively the Bid Cover Page, legal advertisement, Bid Notice, Bid Documents, Bid, Economic Disclosure Statement, MBE/WBE Utilization Plan and any other document required by the Chief Procurement Officer. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- H. **CONTRACTOR** shall mean the Person that enters into a Contract with the County.
- I. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- J. **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 or the Chief Procurement Officer.
- K. **CHIEF PROCUREMENT OFFICER or CPO** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Cook County Procurement Code, Chapter 34, Article IV, Division I.
- L. **OCPO** shall mean the Office of the Chief Procurement Officer of Cook County.
- M. **PERSON** shall mean any individual, corporation, partnership, Joint Venture, trust association, Limited Liability Company, sole proprietorship or legal entity.
- N. **PROCUREMENT** shall mean obtaining supplies, equipment, goods or services of any kind.
- O. **SPECIFICATIONS** shall mean the description of the services, work, goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.
- P. **USING AGENCY** shall mean the departments or agencies within Cook County government including elected officials.

INSTRUCTIONS TO BIDDERS**IB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT**

- A. The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) Economic Disclosure Statement and Execution Documents ("EDS"), all with original signatures. 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. Bid Proposals and EDS which are not properly signed may be rejected.
- B. If the Bidder is a corporation, the President and Secretary must execute the EDS. In the event that this Bid Proposal is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws, resolution or other authorization by the Corporation, satisfactory to the County that permits the person to execute Bid Proposal for said corporation. If the corporation is not incorporated in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- C. If the Bidder is a partnership or joint venture, all partners or joint ventures must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority, satisfactory to the County, must be submitted. If the Bidder is a joint venture, attach a copy of the joint venture agreement.
- D. If the Bidder is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Bidder is a manager-managed LLC, the manager(s) must execute the Bid Proposal. The Bidder must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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 the EDS.
- E. If the Bidder is a Sole Proprietorship, the sole proprietor must execute the EDS.
- F. A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012) and documentation evidencing registration must be submitted with the EDS.

**IB-03 SITE INSPECTION CERTIFICATE**

The Bidder shall inspect the job-site to become familiar with the conditions related to the work or services and the requirements set forth in the Bid Documents. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the work or services as required by the Contract Documents.

When required as mandatory in the Contract Documents, 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 the County. If the Contract Documents provide that inspection of the site is mandatory, a Bidder's failure to attend all of the required site inspections shall render the Bid Proposal non-responsive.

**IB-04 BID DEPOSIT**

When required in the Contract Documents, the Bid Proposal shall be accompanied by, 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 Company Inc., Moody's Investor Services, Standard & Poor's Corporation or similar rating agency. The surety must be licensed by the State of Illinois Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used. Failure to submit the bid deposit shall constitute a non-responsive Bid Proposal and such Bid Proposal shall be rejected.

**INSTRUCTIONS TO BIDDERS****IB-04 BID DEPOSIT (con't.)**

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-15 and IB-17, 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 apparent lowest responsive and responsible Bidder, after the County has awarded the Contract. The bid deposit of the lowest responsive and responsible Bidder will be returned after the Contract has been awarded and the Bidder has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

**IB-05 EXCEPTIONS AND ADDENDUM**

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the Bid Opening.

All written requests for clarifications, deviations or exceptions shall be addressed to the Specification Engineer or Contract Negotiator listed on the Bid Cover Page:

If the apparent lowest Bidder takes exceptions or deviations to the General Conditions, which are submitted with the Bid, the CPO shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exceptions or deviations to be material.

**IB-06 BIDDER REPRESENTATIONS AND WARRANTIES**

The submission of a Bid shall constitute a representation and 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 required goods, equipment, supplies or services; (ii) Bidder and all laborers, employees or subcontractors 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.

**IB-07 SUBMISSION OF BID PROPOSALS**

All Bidders shall submit Bids to the OCPO electronically as per the instructions in Exhibit I for Electronic Bid Submission. OCPO will not accept hardcopy Bids. Bidders are instructed not to send Bids via US Mail or any other carrier service.

**IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS**

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

INSTRUCTIONS TO BIDDERS**IB-09 COMPETENCY OF BIDDER**

No Contract shall be 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**

The Chief Procurement Officer shall, for all Procurements funded solely 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, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

**IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS**

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

**IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT**

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of Contract.

**IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs**

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBEs") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

**IB-14 ELIGIBLE BID PREFERENCE FOR BUSINESSES OWNED BY PEOPLE WITH DISABILITIES**

In accordance with Section 34-242 (a) of the Cook County Procurement Code, the CPO shall recommend award to the lowest Responsible and Responsive Bidder who is a PDBE, provided that the Bid of such bidder does not exceed the Bid of the lowest Responsible and Responsive Bidder by more than five percent (5%).

INSTRUCTIONS TO BIDDERS**IB-15 PUBLIC WORKS**

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) has certified that it participates in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; (vi) contractually requires any subcontractor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; and (vii) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

**IB-16 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 Bid and/or to withdraw or cancel the Bid or to issue a new Bid, i.e., "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.

The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line items reveals a calculation error, the Unit Price will prevail.

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her discretion and authority is deemed materially unbalanced.

**IB-17 WITHDRAWAL OF BID PROPOSALS**

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the Bid 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-18 NOTICE OF AWARD**

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.

INSTRUCTIONS TO BIDDERS**IB-19 BID DISPUTES**

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution on the County's website. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protester believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), and IB-05, Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that (i) the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified, and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

**IB-20 PERFORMANCE AND PAYMENT BOND**

When required in Bid Documents, 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 shall be provided. 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, or have such ratings as specified in the Contract Documents.

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 reject the Bid. 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-21 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, except as otherwise provided in these Contract Documents.

**IB-22 CASH BILLING DISCOUNTS**

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

**IB-23 CATALOGS**

Each Bidder shall submit in TRIPLICATE, 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 goods, equipment, supplies or services.

**IB-24 AUTHORIZED DEALER/DISTRIBUTOR**

For goods, equipment and supplies, the Bidder must be one of the following: (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. With respect to the purchase of vehicles, or services related to vehicles, the Specifications or Special Conditions may require that the Bidder be an authorized dealership of the manufacturer. 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.

INSTRUCTIONS TO BIDDERS**IB-25 TRADE NAMES**

In cases where an item is identified by a manufacturer's name, brand 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 alternate but equivalent item, unless the Bidder has proposed and the County has accepted the alternate but equivalent item.

Unless the Bid states that no substitute shall be allowed, the reference to a manufacturer's name, brand name, trade name, catalog number, or reference is intended to be descriptive and not restrictive and to indicate to prospective Bidders articles that shall be satisfactory. Bid Proposals for other manufacturer names, brand names, trade names, catalog numbers or references shall be considered, provided each Bidder states on the face of the Bid Proposal what alternate, but equivalent items are being proposed.

If the Bidder proposes alternate, but equivalent, items, the Bidder must provide the following: (i) product identification, including manufacturer's name and address; (ii) manufacturer's literature identifying the product description, reference standards and performance and test data; (iii) samples, as applicable; and (iv) itemized comparisons of the proposed alternate items listing significant variations. If a Bidder proposes alternate items, it warrants and represents that in making a formal request for substitution that: (i) the proposed alternate item is equivalent to or superior in all respects to the item specified in the Bid; and (ii) that the same warranties and guarantees will be provided for the proposed alternate items as those specified in the Bid. The CPO may, in his or her sole discretion accept an alternate item for a specified item, provided the alternate items so bid is, in the CPO's sole opinion the equivalent of the item specified in the Bid. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the Bid.

**IB-26 SAMPLES**

Bidders may be asked upon request of the Chief Procurement Officer, including subsequent to the Bid Opening, 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-27 NOTICES**

All communications and notices between the County and Bidders regarding the Bid Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid, or via e-mail. 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-28 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

This is a competitive Bid of Cook County government subject to laws and ordinances governing public bids and 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 Bid Documents are at variance with any laws, ordinances, regulations or codes, it shall promptly notify the Chief Procurement Officer in writing and if necessary, an addendum shall be issued by the Chief Procurement Officer.

**IB-29 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.

INSTRUCTIONS TO BIDDERS**IB- 30 CREDIT CARD PAYMENTS**

The County has implemented a Prompt Payment Program (the "E-Payables Program"). Bidders who voluntarily participate in the Program will receive prompt payments via the County's Visa Purchasing Card. In order to participate in the Program, Bidders must submit the E=Payables Enrollment Form to the Cook County Comptroller's Office. A description of the Program is attached for informational purposes. Notwithstanding the foregoing, the County has no duty or obligation to process prompt payments to Bidders. The County reserves its right to discontinue the Program at any time. The County will not provide a bid incentive or preference to Bidders who participate in the Program.

**IB-31 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE**

Cook County has adopted the Minority and Women Owned Business Enterprise Ordinance (the "Ordinance"). The Ordinance establishes annual participation goals for Minority and Women Owned Business Enterprises. The requirements of the Ordinance, as well as the documents the Bidder must submit are set forth in GC-19. The Bidder's failure to submit the MBE/WBE Utilization Plan, as more fully described in GC-19 shall render the Bid non-responsive.

**IB-32 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY**

Cook County has adopted the Cook County Recycled Product Procurement Policy. In accordance with the Policy, Cook County encourages the use of recycled paper and paper products, whenever practicable. The Bidder shall use recycled paper, except where the specialized nature of certain materials (such as photographs) requires otherwise, and all documents shall be printed two-sided unless two-sided printing is not practicable.

**IB-33 ESTIMATED QUANTITIES**

Unless expressly stated in the Specifications, Special Conditions, or Proposal page(s) any quantities stated in this Bid represent estimated usage and as such are for bid canvassing purposes only. The County reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as an intent or obligation on the part of the County to purchase any goods, equipment, supplies or services beyond those determined by the County to be necessary to meet its needs.

**IB-34 COALITION OF UNIONIZED PUBLIC EMPLOYEES**

The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in County of Cook.

**END OF SECTION**

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

Once awarded, this Contract shall not be subcontracted, or any part thereof assigned without the express written approval of the County 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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

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 and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services 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, equipment or supplies 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, equipment or supplies have been rejected.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

GENERAL CONDITIONS**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

**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 goods, equipment, supplies or services 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 goods, equipment, supplies or services 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-9998-2013-07.

**GC-07 PRICE REDUCTION**

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. 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 from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. 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.

GENERAL CONDITIONS**GC-10 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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.

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

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

**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 the Contract within the specified time;
2. Failure to perform under the 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 the 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 the 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 the 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 the 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.

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**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 or the Chief Procurement Officer.

**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 related to the performance of the Contract.

**GC-15 INSURANCE REQUIREMENTS**

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 Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**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:

Employers' Liability coverage with a limit of  
 \$500,000 each Accident  
 \$500,000 each Employee  
 \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

GENERAL CONDITIONS(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

**Additional requirements**(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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 the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

**GC-16 PATENTS, COPYRIGHTS AND LICENSES**

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, 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.

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**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, Affidavits or EDS 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 in order to perform this Contract.

**GC-18 DELIVERY**

All Contract goods, equipment or supplies 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 delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are 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 8 SECTION 34-260 to SECTION 34-300**

**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 in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or

GENERAL CONDITIONS

- (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, 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 Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES  
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

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**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit an MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

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

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the

GENERAL CONDITIONS

4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which 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 so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

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

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant 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 and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed 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 Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported 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 allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

**V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

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

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:  
 Contract Compliance Director  
 Cook County  
 118 North Clark Street, Room 1020  
 Chicago, Illinois 60602  
 (312) 603-5502

GENERAL CONDITIONS**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety 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, Section 2-621 et al., Cook County Code. 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 the performance of 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 of 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 structural integrity.

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.

GENERAL CONDITIONSGC-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. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees, and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies 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, equipment, supplies 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, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies 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 the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (con't.)

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract 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 County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

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 County.

GENERAL CONDITIONS**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 in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, 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 term or 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.

GENERAL CONDITIONS**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, supplies, equipment 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 COMPARABLE GOVERNMENT PROCUREMENT**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**GC-38 FEDERAL CLAUSES (OMITTED)****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. Special Conditions
3. Specification.
4. General Conditions.
5. Instruction to Bidders.
6. Legal Advertisement.
7. Bid Proposal.

**END OF SECTION**

**SPECIAL CONDITIONS**

**SC-01 SCOPE**

The Bidder shall provide Service Trucks for the Cook County Department of Transportation and Highways, all in accordance with the Contract Documents, Specifications and Proposal herein

**SC-02 CONTRACT PERIOD**

The contract is effective for January 1, 2021 through December 31, 2023, with one, one-year renewal option effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

**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 Bid Documents. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Bid Documents. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared non-responsive and rejected. 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. The quantities in this bid are an estimate pending financial approval and the vendor shall provide the requested vehicles regardless of the actual quantity.

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

There are no MBE/WBE requirements for this contract. However, if your firm is certified as an MBE/WBE, please complete the M/WBE Utilization Plan Forms 1 through 3.

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.

**SC-05 INQUIRIES**

A copy of any written request for interpretation of documents shall be provided to the Office of the 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 and Addendum", Page IB-3). **Inquiries must be received no later than 12:00 p.m. on Monday, September 21, 2020.**

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

Raffi Sarrafian  
Cook County Chief Procurement Officer  
c/o Daniel Gizzi, Senior Contract Negotiator  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

Contact Info for Senior Contract Negotiator:  
Daniel Gizzi: (312) 603-6825, [dan.gizzi@cookcountyil.gov](mailto:dan.gizzi@cookcountyil.gov)

**SPECIAL CONDITIONS**

**SC-06 LICENSED NEW VEHICLE DEALER**

The Bidder must be a licensed vehicle dealer in accordance with the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101. **Bidder shall provide a copy of current Registration for Authority to Deal in Vehicles issued by the Illinois Secretary of State with the bid.** Failure to obtain the required licenses may cause the bids to be rejected as non-responsive. Bidder must be licensed by the Illinois Secretary of State to deal in the specific make of vehicle proposed. Bidders not located in Illinois must provide with their bid all such registration/license documentation from their state in lieu of documentation from the Illinois Secretary of State.

**SC-07 DELIVERY REQUIREMENTS**

- A. The cost to transport the vehicles to the delivery location(s) shall be **included** in the cost per vehicle. Delivery shall be F.O.B. Destination.
- B. The Vendor must contact the Using Agency's contact person at least 48 hours before delivery and report to Using Agency's contact person upon delivery. Time of deliveries shall be between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday, except the following holidays: , except the following holidays: Columbus Day, Veteran's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Casmir Pulaski Day, Lincoln's Birthday and Washington's Birthday.
- C. No vehicle deliveries will be accepted unless the Vendor has fulfilled all of the requirements of this contract.
- D. The Vendor must supply the Cook County Department of Transportation and Highways with the following items for each vehicle being delivered: Certificate of Origin and line sheet, odometer reading statement (in addition to odometer disclosure on the certificate of origin), and applicable warranty certificates.
- E. Deliveries shall be made to:
 

Department of Highways and Transportation, Division 2 2101 Ballard Road Des Plaines, IL 60016 Attn: Randy Piscitelli Road Equipment Supervisor Cell: 312-802-5785 Office: 708-388-2134	Department of Highways and Transportation, Division 4 8900 W. 135 Street Orland Park, IL 60462 Attn: Randy Piscitelli Road Equipment Supervisor Cell: 312-802-5785 Office: 708-388-2134
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**SC-08 INVOICING**

The Vendor must submit signed delivery receipts with their invoices in order for invoices to be processed for payment. The Purchase Order number must appear each delivery receipt. Invoices should be sent to the Using Department's contact person below:

Department of Transportation and Highways  
 8900 W. 135<sup>th</sup> Street  
 Orland Park, IL 60462  
 Attn: Randy Piscitelli, Road Equipment Supervisor

**SC-09 PRE-DELIVERY, SERVICING AND ADJUSTMENTS**

Prior to delivery of any vehicle, the Vendor will perform all preparatory operations recommended by the manufacturer, up to and including (where applicable):

1. Tuning the engine;
2. Testing the operation of all accessories;
3. Testing electrical, hydraulic and air systems;
4. Charging batteries;
5. Inflating tires to recommended pressures;
6. Lubricating all "zerk" fitting and friction points;
7. Filling all lubricant and fluid reservoirs; and
8. Filling fuel tank using fresh fuel.

**SPECIAL CONDITIONS**

**SC-10 INSPECTION UPON DELIVERY**

- A. Upon delivery of each vehicle, Cook County will conduct an initial visual examination solely for the purpose of identifying gross and obvious damage. The Vendor's representative may be present for the initial examinations. If defects or omissions are discovered during the inspection, Cook County may:
  - 1. Refuse acceptance of any units.
  - 2. Arrange with the Vendor to make corrections.
  - 3. Require the Vendor or to remove any vehicles from Cook County's premises, at its own cost, to make the necessary corrections.
- B. The Vendor must provide all labor and materials that may be required to correct non-compliant aspects of all vehicles in a prompt manner, at no cost to Cook County. The "promptness" of corrective actions will be established by Cook County based upon the quantity and scope of the corrections required.

**SC-11 VENDOR'S WARRANTIES**

- A. If in performance of this Contract, the Vendor provides any goods, the Vendor warrants that the title to the goods to be provided under this Contract is good, its transfer is rightful and that the goods will be delivered free from any security interest or other encumbrance of which Vendor has not informed Cook County.
- B. The Vendor expressly warrants that all goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings and other descriptions and shall be free from defects in materials and workmanship. Vendor also warrants that, except where the goods are produced pursuant to detailed designs furnished by Cook County, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to Cook County, its successors, assigns, customers and to users of the goods.
- C. At a minimum, the specified vehicles and all mounted and furnished equipment must be warranted against defective design, material or workmanship to the full extent of the respective Original Equipment Manufacturer's standard published warranty.
- D. In the event of conflict between the warranty information specified by the Vendor and the respective Original Equipment Manufacturer's standard warranty, the warranty deemed most advantageous to Cook County will control.

Minimum Acceptable Coverage:

Complete base unit:	Full 3 years/36,000 miles parts & labor
Drivetrain:	Full 5 years/60,000 miles parts & labor
Emissions:	As required by federal law
Rust-through:	Full 5 years/100,000 miles parts & labor
LED lighting:	Full 5 years parts & labor
Other non-OEM accessories:	Full 1-year parts & labor

- E. The warranty period will commence on the day the individual vehicle is accepted by Cook County and placed into service. Cook County may revoke acceptance if the materials, goods or components are later discovered not to be in conformance with this Contract.
- F. Warranty repairs shall be performed at a location within Cook County operating under the name of the Vendor who simultaneously provides factory authorized warranty service to the general public. Any repairs made by the Vendor during the respective warranty period must in turn be warranted for a period of three (3) months from the date of their completion or until the end of the original coverage period, whichever is later.
- G. Chronic defects in design, material and/or workmanship as warranted herein must be rectified in all units furnished under these specifications. Chronic defects, for purposes of this warranty, must be defined as defects of a similar nature which occur in more than three (3) of the quantity, whichever is greater. Of the units furnished under these specifications. Furnished

**SC-13 LITERATURE AND DRAWINGS**

Failure to provide the following information attached with the bid documents may disqualify the Vendors Bid. The Vendor shall submit two copies of each of the following informational items with its Bid:

- A. Detailed view drawing of the proposed Cab/Chassis, listing the dimensions including Base Build, Chassis, Wheelbase, Cab to Axel, Overall Height.
- B. Manufacturers published literature for all pertinent chassis components, i.e., engine, transmission and axels.
- C. Manufacturers published literature for the proposed dump body and hoist.
- D. Detailed multiple-view drawings of the proposed dump body.
- E. Detailed descriptions (or manufacturers literature) of all toll boxes, auxiliary tanks.

**SPECIAL CONDITIONS**

**SC-14 MANUALS, CERTIFICATES, APPLICATIONS**

- A. The Vendor must provide with the delivery of each vehicle , one hard copy operators manual, and one set of maintenance manuals in English for base vehicle chassis, on CD or USB thumb drive, and all aftermarket accessories with each vehicle purchased.
- B. Each vehicle must be accompanied by the following items:
  - 1. Manufacturer's Warranty Card (or Interim Temporary Card).
  - 2. State of Illinois Title Application (completed as directed by Cook County).
  - 3. Manufacturer's Certificate of Origin.
  - 4. State of Illinois License Application (Transfer of Plates Form, as directed by Cook County).
  - 5. Illinois Sales Tax Report Form (Cook County is Tax Exempt)
  - 6. Municipal License Plates with State of Illinois Title Fee.
- C. The above listed documents must indicate Cook County as the owner of the vehicle. The assigned Vehicle Identification Number (VIN) number and the respective department name must also be indicated on all documents in the appropriate places.
- D. Completed Illinois Department of Revenue Form #ST556 (for Illinois suppliers) or RUT-25 (for out of state suppliers) must be provided a minimum of 48 hours prior to delivery. Forms can be obtained through the Department of Revenue by calling (800) 356-6302.
- E. Completed application for Vehicle Title Registration Form #VSD-190 must be provided a minimum of 48 hours prior to delivery. Forms can be obtained from the Secretary of State by calling (217)782-7132.
- F. Technical Service bulletins (TSB's) must be forwarded directly to the Using Agency as they are issued.
- G. Provide the Illinois Department of Transportation Certification of Origin for the vehicle.
- H. Test of the complete unit must be performed in accordance with Occupational Safety and Health Administration and American National Standards Institute requirements and the vendor is to provide documentation with the delivery of the vehicle.

**SC-15 SAFETY REGULATIONS**

Proposed unit must meet or exceed all Federal, State and Local health, Safety, Lighting, Noise, Emission Standards and OSHA Regulations applicable to this equipment.

**SC-16 APPROVAL OF BODY DRAWING**

A detailed Body Drawing of the proposed truck mounted equipment shall accompany the bid for review and approval. Body Drawing must be provided by the manufacturer of the truck mounted crane and body. Failure to include this Body Drawing shall result in disqualification of the bid. Failure to provide the Body Drawing with the Bid documents may disqualify the Vendors bid.

**SC-17 TRAINING**

- A. The Vendor must furnish Training Sessions at no additional cost to Cook County.
- B. The Vendor will provide training for the Using Agency's Equipment Maintenance personnel on the proper safe operation of the vehicle, specifically how to safely operate the Hydraulic Crane and Vanair r 1300 all in one power system and any auxiliary items for a minimum of two (2) hours at the Using Agency's Maintenance Facility location listed below.
- C. Training shall be coordinated by:
  - Randy Piscitelli, Road Equipment Supervisor
  - Department of Transportation and Highways
  - 8900 W. 135<sup>th</sup> Street
  - Orland Park, IL 60462
  - Cell: 312-802-5785
  - Office: 708-388-2134
- E. The training will be attended by approximately 10 to 12 Cook County employees at the location below:
 

<ul style="list-style-type: none"> <li>North District</li> <li>Department of Highways</li> <li>and Transportation, Division 2</li> <li>2101 Ballard Road</li> <li>Des Plaines, IL 60016</li> </ul>	<ul style="list-style-type: none"> <li>South District</li> <li>Department of Highways</li> <li>and Transportation, Division 4</li> <li>8900 W. 135 Street</li> <li>Orland Park, IL 60462</li> </ul>
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SPECIAL CONDITIONS

**SC-18 UNIT PRICE INCREASE**

- A. The original bid prices will be valid for the initial three-year initial contract term. Subject to acceptable performance by the Vendor and contingent upon appropriation of sufficient funds for the purchase of the equipment provided for this contract, adjustments to the unit prices for the one, one-year renewal option may be granted after receipt of a written request from the vendor.
- B. Vendor's unit price increases will be considered by the Chief Procurement Officer when the Vendor can show cause substantiating the need for an increase. The Vendor will be required to furnish a statement or affidavit which states that the increase represents the costs for materials only and in no way represents an increase for its profits, labor or other overhead. The Vendor must justify the request for an increase by submitting evidence requested by the Chief Procurement Officer to verify the unit price increase
- C. If approved by the Chief Procurement Officer, a properly executed contract amendment must be signed by the Vendor and executed by Cook County to reflect the price increase and the effective date of the increase. The Vendor's original bid prices are in effect until the modification has been fully executed unless the modification specifies an effective date for the agreed upon unit price increase.
- D. Any vehicle provided by the Vendor at a unit price increase without approval by the Chief Procurement Officer is made at the Vendor's risk. Consequently, the Vendor releases Cook County from any liability whatsoever to pay for goods and/or services rendered at the higher rate.

**SC-19 NOTIFICATION**

Do not begin performance on the Contract until notified by the Using Agency.

**SPECIFICATIONS****ITEM NO. 1 2021 or Newer Ford F550**

It is the intent of these specifications for the Vendor to furnish and deliver Current Production Model Year Standard Conventional Cab 4X2 Ford F-550 or Equal. Equipped with 11-foot Service Body with 6,500 Lb. Capacity Hydraulic Crane and Miller Bobcat 200 Air Pak or equal.

**S-1 STANDARD MECHANICAL FEATURES**

- A. Engine: 6.7 Liter 4 Valve Power Stroke Turbo Diesel Engine with Operator Command Regen and Active Regen Inhibit.
- B. Wheelbase: 169" (inch) Dual Rear Wheels
- C. Transmission: 10 Speed Automatic Select Shift with P.T.O (Power Take Off) Provision.
- D. Alternator: Heavy Duty 332 AMP
- E. Engine Block Heater.
- F. 19,500 pounds GVWR (Gross Vehicle Weight Rating Package). Heavy Service Suspension Package.
- G. One (1) full size spare Traction tire/rim combination and one (1) full size all season front tire/rim combination
- H. High capacity Trailer Tow Package to Include Heavy Duty Radiator, Transmission Oil Cooler factory brake controller and 7 wire Harness

**S-2 STANDARD CHASSIS EXTERIOR**

- A. Black Front Fender flares.
- B. Driver and Passenger manual telescoping heated mirrors with spotter mirrors, trailer tow mirrors. Utility Lighting System, LED side mirror Spotlights.
- C. Driver and Passenger sides Platform Running Boards fabricated from Perf-O-Grip or equal, 100% Powder Coated Black.

**S-3 STANDARD INTERIOR**

- A. XL Value Package
- B. Husky Weather Beater or equal Floor Mats.
- C. Remote keyless Entry with 3 Key remotes
- D. Factory up fitter switches with up fitter interface module

**S-5 LIGHTS AND ELECTRICAL**

- A. Circuit isolator with mounting bracket
- B. All L.E.D. (Light Emitting Diode) Lights.
- C. Backup Alarm, FS Target Tech or equal 12 Volt 97DB (DECIBEL)
- D. Six (6) Factory Installed Up fitter switches.

**S-6 HEAVY DUTY SERVICE BODY AND CHASSIS MOUNTED EQUIPMENT**

- A. Heavy Duty 11' (foot) Service Body configured to fit a 19,500 GVWR (Gross Vehicle Weight Rating) Truck Chassis with Standard Conventional Cab.
- B. Shall Include a 6,500-pound capacity, Hydraulically Powered Crane. Crane shall be Short Tower in design located on the right side of the Vehicle. Crane shall be mounted directly to the cabinet top in a manner that is structurally reinforced in accordance with its rated load capacities.
- C. Body shall measure 127 inches in length minimum, with compartments measuring 52 inches in height and 23 inches in depth. Wheel Well opening to measure 44 inches x 21 inches. Center deck 49" wide and floor is 1/8" diamond plate.
- D. Body shell shall be manufactured with A60 galvalume steel, 12-gauge body with 14-gauge deck-plate compartment tops & back.
- E. Body includes wheel skirting, front body bulkhead, Back Rack Safety Rack or equal mud flaps, rear body grab handles,
- F. Cabinets shall have reinforced floors, clean out drains and adjustable aluminum shelving package (250 lb. capacity)
- G. All compartment doors shall be single piece **or a two piece aluminum door** in design, constructed of aluminum measuring minimum 3/16-inch in thickness. Side compartment doors shall be equipped with gas spring door holders to prevent inadvertent closure. Hinges shall be stainless steel and greaseable
- H. Compartment doors shall be equipped with three-point D-ring latches. Latches shall be constructed of a

SPECIFICATIONS

- high strength, chromed weather resistant material.
- I. Drip Rail full length of body with integral gutter
- J. Body shall have ICC recessed LED lights & reflectors,
- K. 97dB backup alarm, and Mini I.C.C. safety kit (2.5-pound ABC fire extinguisher & hazard reflectors)

**S-7 HYDRAULIC CRANE**

- A. The acceptable crane shall be short tower in design rated at a maximum capacity of 6,500-pounds and 38,000 ft-lb (foot pound) Crane Rating.
- B. Shall be OSHA 1910.180 and ANSI B30.5 compliant
- C. Crane shall be cabinet top mounted with Short Tower Crane with reinforcement rated up to 75,000 ft-lb
- D. Boom shall be Hexagonal in design with a full hydraulic reach ranging from minimum 12-ft. to a ~~maximum~~ **minimum** of 20-ft.
- E. 615 Degree rotation with 91 Degree operational range, -13 to +78 degrees.
- F. To optimize operator safety, the following crane features shall be constructed as minimum. No exceptions will be granted to the following specified safety requirements:
- G. Crane includes a true independent, proportional wireless remote, holder with storage sensor & indicator light. Wireless remote shall have proportional trigger type control. Shall include a minimum 35-ft. cord for backup purposes. Advanced Crane Control w/ crane lifting weight display
- H. Anti-two block system.
- I. Hydraulic Overload Protection
- J. Holding Valves
- K. Planetary hydraulic winch, 30FPM minimum with 105' x 3/8" (foot inch) Steel cable. Dual part line, single part capable
- L. Crane hour meter
- M. Load block with non-live-swivel safety hook
- N. Adjustable boom saddle
- O. Body leveling package
- P. Crane hydraulic functions power shall be supplied by the Vehicle Chassis P.T.O. (Power Take Off) .
- Q. Vehicle stability shall be provided by two hydraulically powered outriggers at rear of vehicle. Curbside outrigger shall be designed to hydraulically extend 30" out & down to insure maximum vehicle stability during crane operation.

**S-8 AIR AND ARC SYSTEM**

- A. Miller Bobcat 200 Air Pak or equal
- B. 19HP (horsepower) Three (3) Cylinder liquid cooled Kubota Diesel Engine, with 60 Amp Alternator, Electric Governor and Engine Block Heater.
- C. Includes Cold Weather Package with Diesel Fuel Heater
- D.
- E. Air Compressor, rotary screw 30 CFM @ 175 PSI (cubic feet per minute, ponds per square (inch) with Oil Heater and Air Dryer Kit
- F. Generator, 8000 Peak Watts with 6500 Watts Continuous. GFI (ground fault interrupter) with (4) four 120V, (volt) outlets (1) one 240V (volt) outlet mounted in control panel.
- A. Welder:30- 210 AMP high frequency, DC (Direct Current) & With MIG and TIG Welding Capability. Welder shall be supplied with 2/0 Stick SMAW Weld Leads rated at 350 Amps at 100 % Duty Cycle. 50 Foot Stinger and 50-foot Welding Cable.
- H.
- I. Jumpstart / Charger:100 Amp with 300 AMP (Ampere) Crank Assist. 12V (Volt) Battery Charger with 12V/24V (Volt) boost, Shall be supplied with Battery Charge/Jump cables with plug.
- J.
- K. Protective Cover.
- L. Miller Bobcat 200 Air Pak shall be mounted on the Drivers Side Rear of the Service Body.

SPECIFICATIONS**S-9 ROLL-OUT DRAWERS**

- A. All drawer sets shall be designed for ease of accessibility, double latch system shall enable the user to open a drawer using only one finger and lock drawer in either open or closed positions
- B. Drawers shall be constructed of high strength, corrosion resistant 5052-H32.090, 28,000 psi (pounds square inch) yield strength aluminum
- C. All drawers shall be equipped with removable and adjustable dividers
- D. DuaLock (5) five drawer aluminum set 18"W x 18"D x (5)- 4"H, (wide, deep, high) 300 lb. capacity (pound) per drawer 7" (inch) bottom space, overall height 30", (inch)
- E. One (1) Permanent Front-to-Back divider, (4) four Removable Side-to-Side dividers, Includes top shelf, Location: Street Side Rear Compartment
- F. DuaLock (7) seven drawer aluminum set 29"W x 18"D x (1) one-7" H, (3) three-5", (3) three -3"H, (300 lb. cap. per drawer) 7" (inch) bottom space, overall height 41.50" (inch), (2) two Permanent Side-to-Side Dividers, Removable Front-to-Back Dividers. Includes top shelf, Location: Street Side 2<sup>nd</sup> Compartment

**S-10 CENTER DECK**

Provide four flush mount "D" style ring tie-downs in load bed floor surface. Rings shall be fully recessed into the load bed floor in a manner remains fully accessible to the user while creating no barrier to the placement and removal of equipment and materials inside the cargo area.

**S-11 REAR BUMPER EQUIPMENT**

- A. Class IV (four) hitch receiver - 2" (Two Inch) receiver with a 14,000 lbs. (pounds) Gross Trailer Weight Rating with a 1400 lb. (pound) maximum Tongue Weight rating
- B. 7 (seven) blade RV (recreational vehicle) Style Plug wired to the Vehicles lighting system and Factory Installed Brake Controller

**S-12 HYDRAULIC LIFT GATE**

- A. Tommy Gate G2-54-1342-EA38 or equal shall be provided
- B. 1300 LB. (pound) Capacity. Two (2) piece extruded Aluminum with a 38" (inch) Loading Depth with 6" (inch) Taper, Dual Hydraulic Cylinder Drive System with Pressure Relief Valve and Flow Control Valve

**S-13 SAFETY LIGHTING & ELECTRICAL**

- A. To promote optimum illumination in all weather conditions, exterior lighting to be LED (Light Emitting Diode) type, provided in accordance with current I.C.C. (International Commerce Commission) requirements, Required Tail, Back-up and Marker lighting shall be provided
- B. Body shall have ICC recessed LED lights & reflectors
- C. Provide a master power switch inside truck cab to activate body electrical power
- D. All accessory lighting controlled from panel located in Street Side 1<sup>st</sup> compartment
- E. Exterior 12V (Volt) LED flood lights (2,100 lumens), mounting locations:
  - 1. Street Side – 2 (Two)
  - 2. Curb Side – 2 (Two)
  - 3. Rear – 2 (Two)
  - 4. Crane Boom Tip – 2 (two), on pivot bracket, includes cord reel
  - 5. Remote Magnet Base Light – 1 (one) with plug-ins at rear of body, both sides
- F. Cabinet Interior 12V (Volt) LED strip lights – 8 (eight) which can be used in O/A (outside air) compartments
- G. Back Rack or equal mounted behind Vehicle Cab with a 24" (inch) ECCO 12 series or equal 8 LED LED Amber White Light bar installed on top rail. A Safety Director Light Stick, ECCO 3300 or equal mounted rear facing on back side of top rail.
- H. LED Amber Strobe Lights, surface mounted, (2) Two rear compartment backs, (2) two front grill mounted
- I. All Safety Strobe lighting shall be controlled from inside the Vehicle Cab using factory Installed up fitter switches and Safety Director Controller.

SPECIFICATIONS

**S-14 PAINT**

- A. Body primed and undercoated, splatter-coating on compartment interiors.
- B. Truck Cab and Crane Body exterior shall be painted one color, DuPont paint code #4039 or equal Lime Yellow with Clear Coat finish. Color choice must match current Cook County DOT Fleet color and be approved by the Equipment Supervisor.
- C. Shall include protective spray covering, PPG Durabed or equal, on compartment fronts, bottom door frames, outside area around wheel wells, outer vertical outrigger tubes, rear bumper face and step surfaces
- D. Protective spray covering will also include cargo center deck, compartment tops & sides, front bulkhead

SITE INSPECTION CERTIFICATE

(NOT APPLICABLE)

This is to verify that Bidder has, this date, participated in the Mandatory Site Inspection as required in this Bid. Bidder has inspected the site and related Bid Documents and fully familiarized itself with all conditions and matters which might in any way affect the Deliverables, including costs and scheduling.

\_\_\_\_\_  
NAME (PRINTED/TYPED AND SIGNATURE)

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
OFFICIAL CAPACITY

\_\_\_\_\_  
TELEPHONE NUMBER (Area Code)

NOTE: This form must be filled in completely and returned with Bid Proposal.

INSPECTION CONFIRMED BY: \_\_\_\_\_

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

**PROPOSAL**

BIDDER: BCR AUTOMOTIVE GROUP LLC DBA ROESCH FORD

The Bidder declares that it has carefully examined the Advertisement for Bids, the Instruction to Bidders, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 2045-18358 for standard ford F550 Trucks for the Cook County Department of Transportation and Highways, 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 rights to plead any misunderstanding regarding the same.

In the event that there is a mathematical error between the "Unit Price" and "Extended Price", the Unit Price will prevail. Provide unit prices for this bid on the Proposal Page. Failure to submit the Proposal Page will be cause for disqualification. All shipping and delivery charges must be included in the Unit Price. Items will be ordered in various quantities on an "as-needed" basis.

The quantities provided herein are estimated. Cook County may order more and less vehicles based on appropriation of funds. By submitting a bid, the Vendor agrees to providing the items required herein regardless of the actual quantity.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	EACH	4	Standard 2021 Ford F550 with 11 foot Service Body with 6,500 Lb. Capacity Hydraulic Crane and Vanair 1300 All-in-One Power System <b>Miller Bobcat 200 Air Pak or equal.</b>
			\$ <u>140,145.00</u> /EACH
			\$ <u>560,580.00</u> TOTAL
			MFR. <u>FORD</u>
			MFR. NO. <u>F550</u>
2.	EACH	4	Standard 2021 Ford F550 additional set of keys and Remote Start
			\$ <u>358.00</u> /EACH
			\$ <u>1,432.00</u> TOTAL
			MFR. <u>FORD MOTOR COMPANY</u>
			MFR. NO. <u>F550</u>
			<b>GRAND TOTAL: \$ <u>562,012.00</u></b>

DELIVERY DATE: 300-320  
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. 1 Date: 10/07/2020

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT I**

**Identification of Subcontractors/Supplier/Subconsultant Form**

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="radio"/> Disqualification	
<input checked="" type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2045-18358	Date: 10/19/20
Total Bid or Proposal Amount:	Contract Title: F550 TRUCKS
Contractor: BCR AUTOMOTIVE GROUP LLC DBA ROESCH FORD	Subcontractor/Supplier/ Subconsultant to be added or substitute: TRIANGLE FABRICATION & BODY CO.
Authorized Contact for Contractor: MICHAEL HILMERS	Authorized Contact for Subcontractor/Supplier/ Subconsultant: BRETT WISE
Email Address (Contractor): mikehilmers@roeschtrucks.com	Email Address (Subcontractor): brettwise@tri-anglefab.com
Company Address (Contractor): 333 W. GRAND AVE	Company Address (Subcontractor): 1344 W. 43RD STREET
City, State and Zip (Contractor): BENSENVILLE, IL 60106	City, State and Zip (Subcontractor): CHICAGO, IL 60609
Telephone and Fax (Contractor): 630-279-6000	Telephone and Fax (Subcontractor): 773-523-0421
Estimated Start and Completion Dates (Contractor): 300-320 DAYS FROM AWARD	Estimated Start and Completion Dates (Subcontractor): 300-320 DAYS FROM AWARD

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
PROVIDE AND INSTALL TRUCK EQUIPMENT AS REQUESTED	400,000.00 (EST.)

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor BCR AUTOMOTIVE GROUP LLC DBA ROESCH FORD

---

Name DAN ROESCH *Dan Roesch*

---

Title PRESIDENT 10/19/20

---

Prime Contractor Signature Date

**EXHIBIT II**

**Electronic Payables Program Form**

**OFFICE OF THE COOK COUNTY COMPTROLLER  
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").  
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark  
Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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**EXHIBIT III**

**Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form**

VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

DEFINITIONS

*Veteran-owned Business Enterprise (VBE)* means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Service-Disabled Veteran-owned Business Enterprise (SDVBE)* means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

*Service-Disabled Veteran* means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

*Service-connected disability* means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

*Small Business* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

\_\_\_\_\_ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_  
Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

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

My commission expires:



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

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

**EXHIBIT IV**  
**SOCIAL ENTERPRISE PREFERENCE FORM**

**SOCIAL ENTERPRISE PREFERENCE**

**INSTRUCTIONS**

In accordance with Section 34-241 of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent (5%) to a Responsible and Responsive Social Enterprise, as defined by the Cook County Procurement Code, requesting a preference for Bids. **All Bidders who are requesting this preference must fully complete this form and supply all requested information. Failure to provide fully comply with these instructions will result in the preference not being granted.** The CPO reserves the right to request additional information to ascertain a Bidder's status as a Social Enterprise.

**DEFINITIONS**

*County Marketplace* means the six-county region, currently the counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

*Disadvantaged* refers to individuals who are mentally, physically, economically, or educationally disadvantaged, including, but not limited to, individuals who are living below the poverty line, developmentally disabled, mentally ill, substance abusers, recovering substance abusers, elderly and in need of hospice care, gang members, on welfare, or people with arrest or conviction records.

*Earned Revenue Strategies* means revenue realized by a non-profit private sector entity, or a business unit of a private sector entity excluding government grants, government contracts and philanthropic support.

*Social Enterprise* means a Person which has its principal place of business and a majority of its regular, full-time work force located within the County Marketplace on the date a bid is submitted, and which is:

1. An Illinois benefit corporation subject to the Benefit Corporation Act (805 ILCS 40/1 et seq.);
2. An Illinois low-profit limited liability company subject to Section 1-26 of the Limited Liability Company Act (805 ILCS 180/1-26); or
3. A nonprofit entity, a private-sector entity, or any business unit of a private sector entity which maintains separate books and records which (a) uses earned revenue strategies, either exclusively as a business or as a significant part (at least 51%) of earned revenue, and (b) directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce of which 51% are disadvantaged, or (3) both. **At any time, upon request of the County, for a period of three (3) years following the termination of the contract, Bidder must provide documentation that it meets the requirements of this provision.**

**REQUEST FOR PREFERENCE**

- Bidder is requesting to receive the Social Enterprise Preference as an Illinois Benefit Corporation. By requesting this preference, the Bidder certifies that it is an Illinois Benefit Corporation and has included a true and correct copy of its Articles of Incorporation (and any Articles of Amendment thereto) and most recent Benefit Report pursuant to 805 ILCS 40/5.01
- Bidder is requesting to receive the Social Enterprise Preference as an Illinois Low Profit Limited Liability Company ("L3C"). By requesting this preference, the Bidder certifies that it is an L3C and has included a true and correct copy of its Articles of Organization (and any Articles of Amendment thereto) and its most recent annual report filed with the Attorney General pursuant to 805 ILCS 180/1-26(d) and 760 ILCS 55/7.
- Bidder is requesting to receive the Social Enterprise Preference as an social enterprise that is neither a Benefit Corporation or an L3C, but uses earned revenue strategies, either exclusively as a business or as a significant part of a nonprofit's revenue stream and directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce, of which 51% are disadvantaged, or (3) both. By requesting this preference, the Bidder certifies it meets this definition and has supplied a true and correct copy of: (1) Articles of Incorporation or Organization (and any Articles of Amendment thereto, as applicable); and (2) a sworn statement setting forth how its goods and services directly impact the social needs of people who are disadvantaged and/or that at least 51% of its direct labor in its past fiscal year was provided by persons who are disadvantaged.

\_\_\_\_\_  
Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Phone Number

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Notary Seal**



**EXHIBIT V**

**Veteran's Workplace Preference Public Works Contracts Form**

**AFFIDAVIT  
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

**DEFINITIONS**

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Public Works* means all fixed works constructed or demolished by the County or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, DAN ROESCH, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

**BCR AUTOMOTIVE GROUP LLC DBA ROESCH FORD**  
 Bidder (please print or type)  
Dan Roesch  
 Signature  
mikehilmers@roeschtrucks.com  
 E-mail address

**PRESIDENT**  
 Title  
10/19/20  
 Date  
630-279-6000  
 Phone Number

Subscribed to and sworn before me  
 this 19 day of OCT, 2020

X [Signature]  
 Notary Public Signature

My commission expires:  
  
 Notary Seal

**EXHIBIT VI**

**Preference for Businesses Owned by People with Disabilities Form**

**Preference for Businesses Owned by People with Disabilities Form**

**INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Person with Disabilities Owned Business Enterprise ("PDBE") requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified PDBE.**

**DEFINITIONS**

*Persons with Disabilities Owned Business Enterprise (PDBE)* means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

*Disability or Disabled* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

*Small Business* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

**REQUEST FOR PREFERENCE**

\_\_\_\_\_ Bidder is requesting to receive a preference as a PDBE. By requesting this preference, Bidder certifies that it meets the definition of a PDBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_  
Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

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

My commission expires:

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

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



**EXHIBIT VII**  
**Board Approval**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details

**File #:** 21-0301      **Version:** 1      **Name:** BCR Automotive Group, LLC d/b/a Roesch Ford, Bensenville Illinois  
**Type:** Contract      **Status:** Approved  
**File created:** 12/1/2020      **In control:** Board of Commissioners  
**On agenda:** 12/17/2020      **Final action:** 12/17/2020  
**Title:** PROPOSED CONTRACT

Department(s): Transportation and Highways

Vendor: BCR Automotive Group, LLC d/b/a Roesch Ford, Bensenville Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): F-550 Service Trucks

Contract Value: \$562,012.00

Contract period: 1/1/2021 - 12/31/2023, with one (1) year renewal option

Potential Fiscal Year Budget Impact: FY 2021 \$281,006.00 FY 2022 \$281,006.00

Accounts: 11569. 1500. 21120. 560266, Project ID: 24717

Contract Number(s): 2045-18358

Concurrences:

The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: The Department of Transportation and Highways respectfully requests approval of the proposed new Contract between the County and BCR Automotive Group, LLC d/b/a Roesch Ford, Bensenville, Illinois. This contract will provide Ford F-550 Road Service Trucks. The Road Service Trucks are used for roadside repairs and rescue of Cook County road maintenance vehicles and equipment broken down on the side of the road. The road service trucks are used to transport the Mechanic and his tools to the site of the break down. The Mechanic can then make repairs to the vehicles and equipment on site. The road service trucks have specialized equipment installed to assist with these repairs.

This contract is awarded via a publicly advertised competitive bidding processing in accordance with the Cook County Procurement Code. BCR Automotive Group, LLC d/b/a Roesch Ford was the lowest, responsive and responsible bidder meeting the solicited specifications.

**Sponsors:**

**Indexes:** JENNIFER (SIS) KILLEN, Acting Superintendent, Department of Transportation and Highways

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
12/17/2020	1	Board of Commissioners	approve	Pass

**EXHIBIT VIII**

**Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan**



OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

CONTRACT COMPLIANCE DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

November 6, 2020

Mr. Raffi Sarrafian  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No:2045-18358  
Ford F-550 Trucks  
Department of Transportation and Highways

Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE and 0% WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Edward H. Olivieri  
Contract Compliance Director  
EHO/smp

cc: Dan Gizzi, OCPO  
Randy Piscitelli, DOTH

**EXHIBIT IX**

**Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages***

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1  
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement.** Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**

**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

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

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**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 APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
N/A	
<hr/>	
<hr/>	
<hr/>	

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes:  No:

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

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

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(N/A)

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

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

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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.

"Person" "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. A Person 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 BCR AUTOMOTIVE GROUP LLC  
 D/B/A: ROESCH FORD FEIN # Only: 27-4525523  
 Street Address: 333 W. GRAND AVE  
 City: BENSENVILLE State: IL Zip Code: 60106  
 Phone No.: 630-279-6000 Fax Number: 630-451-3509 Email: mikehilmers@roeschtrucks.com

Cook County Business Registration Number: \_\_\_\_\_  
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**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 Person 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
DAN ROESCH	333 W. GRAND AVE BENSENVILLE, IL 60106	100

2. If the interest of any Person 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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
DAN ROESCH	333 W. GRAND AVE BENSENVILLE, IL 60106	PRESIDENT	8 YEARS

**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.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**  
**DAN ROESCH**  
**PRESIDENT**

Name of Authorized Applicant/Holder Representative (please print or type)

Dan Roesch

Signature

mikehilmers@roeschtrucks.com

E-mail address

Title

10/20/2020

Date

630-279-6000

Phone Number

Subscribed to and sworn before me  
this 20 day of OCT, 2020.

X [Signature]

Notary Public Signature

My commission expires



Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |  |
|----------------------------------|--|--|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input checked="" type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother            |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson               |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter          |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother           |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister            |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother           |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister            |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: BCR AUTOMOTIVE GROUP LLC DBA REOSCH FORD

Address of Person Doing Business with the County: 333 W. GRAND AVE. BENSENVILLE, IL 60106

Phone number of Person Doing Business with the County: 630-279-6000

Email address of Person Doing Business with the County: mikehilmers@roeschtrucks.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

DAN ROESCH, PRESIDENT

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

2045-18358

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 562,012.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: DAN GIZZI, SENIOR CONTRACT NEGOTIATOR

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: DAN GIZZI, SENIOR CONTRACT NEGOTIATOR

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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N/A			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

N/A			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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N/A			

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

*Dan Raech*  
Signature of Recipient

10/20/2020  
Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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 Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. 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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2045-18358  
County Using Agency (requesting Procurement): TRANSPORTATION & HIGHWAY

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): BCR AUTOMOTIVE GROUP LLC DAB ROESCH FORD  
Substantial Owner Complete Name: DAN ROESCH, PRESIDENT  
FEIN# 27-4525523  
Date of Birth: [REDACTED] E-mail address: mikehilmers@roeschtrucks.com  
Street Address: 333 W. GRAND AVE  
City: BENSENVILLE State: IL Zip: 60106  
Home Phone: ( ) -

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.  
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Dan Roesch Date: 10/20/2020

Name of Person signing (Print): DAN ROESCH Title: PRESIDENT

Subscribed and sworn to before me this 20 day of OCTOBER, 2020

X [Signature]  
Notary Public Signature



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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

BCR AUTOMOTIVE GROUP LLC DBA ROESCH FORD

Corporation's Name  
630-279-600

Telephone

Secretary Signature

DAN ROESCH

President's Printed Name and Signature

mikehilmers@roeschtrucks.com

Email

10/20/2020

Date

Execution by LLC

LLC Name

Date

\*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

\*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

Subscribed and sworn to before me this

20 day of OCT, 2020

*[Signature]*

Notary Public Signature

My commission expires



Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6

COOK COUNTY SIGNATURE PAGE

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

**Raffi Sarrafian** Digitally signed by Raffi Sarrafian  
Date: 2021.01.12 09:12:36 -06'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATES ATTORNEY  
(Required on contracts over \$1,000,000)

**CONTRACT TERM & AMOUNT**

2045-18358  
\_\_\_\_\_  
CONTRACT #

January 1, 2021 through December 31, 2023 with one, one-year renewal option  
\_\_\_\_\_  
ORIGINAL CONTRACT TERM RENEWAL OPTIONS (If Applicable)

\$562,012.00  
\_\_\_\_\_  
CONTRACT AMOUNT

December 17, 2020  
\_\_\_\_\_  
COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**DEC 17 2020**

**COM** \_\_\_\_\_