

Sutton Ford Inc. / Fleet Sales
21315 Central Ave.
Matteson, IL 60443

BIDDER: _____

CONTRACT FOR SUPPLY

OPEN MARKET PURCHASE NO. OMP-10-84-2668 REBID



VEHICLES, FOUR DOOR SEDAN
FOR
COOK COUNTY DEPARTMENT OF REVENUE

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE DUE ON FRIDAY, MAY 20, 2011
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602

CONTACT: BARBIE FLOCK, SPECIFICATIONS ENGINEER, AT 312-603-6828
EMAIL: barbie.flock@cookcounyil.com

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

REQ# 0070016

JS/1119

**INSTRUCTIONS TO BIDDERS
OPEN MARKET PURCHASES
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

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

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Open Market Purchase Documents, Bidder shall submit to the Purchasing Agent a written request for a deviation or exception prior to the date and time of Bid Opening. If the Purchasing Agent considers such deviation or exception acceptable, the Purchasing Agent shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Purchasing Agent, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum.

A copy of such Addendum will be Posted on the Purchasing website and an e-mail notification will be sent to each Bidder downloading a set of such Open Market Purchase Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

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

IB-05 BIDDER WARRANTIES

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

IB-06 SUBMISSION OF BID PROPOSALS

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

**IB-07 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF COOK COUNTY ORDINANCE
CHAPTER 10, SECTION 11.**

The County will not entertain or consider any Bid Proposals received after the exact time specified in the Open Market Purchase Document, or in any other way failing to comply fully with the conditions stated in the Open Market Purchase Document therefore.

IB-08 COMPETENCY OF BIDDER

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

IB-09 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 38.

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

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

IB-10 CONSIDERATION OF BID PROPOSALS

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

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-08, IB-09 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-11 WITHDRAWAL OF BID PROPOSALS

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

IB-12 PRICES FIRM

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

IB-13 CASH BILLING DISCOUNTS

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

IB-14 CATALOGS

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

IB-15 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-16 TRADE NAMES

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

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

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

IB-17 SAMPLES

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

IB-18 NOTICES

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

IB-19 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-20 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

**GENERAL CONDITIONS
OPEN MARKET PURCHASES
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**GENERAL CONDITIONS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

GC-02 INSPECTION AND RESPONSIBILITY

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

GC-03 INSURANCE

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

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

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

GC-10 DEFAULT

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

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

GC-11 COUNTY'S REMEDIES

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

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded. Contractor shall not disrupt the operation or repossess any component thereof.

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

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

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

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

GC-15 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10.

I. POLICY AND GOALS

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

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

2. Letter(s) of Certification

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

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

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

3. Joint Venture Affidavit

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

B. Reduction/Waiver Petition

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-18 MATERIAL DATA SAFETY SHEET

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

GC-19 CONDUCT OF THE CONTRACTOR

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

GC-20 ACCIDENT REPORTS

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

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

GC-21 USE OF PREMISES

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

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

GC-22 GENERAL NOTICE

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

TO THE COUNTY:

Purchasing Agent
County of Cook
Room 1018, County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference the Project Title and Open Market Purchase Number)

TO THE CONTRACTOR:

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

GC-23 TERMINATION FOR CONVENIENCE

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

GC-24 GUARANTEES AND WARRANTIES

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

GC-25 STANDARD OF CONTRACT GOODS

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

GC-26 DELIVERY

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

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

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale. The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-28 QUANTITIES

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

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 COOPERATION WITH INSPECTOR GENERAL

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

GC-32 WAIVER

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

GC-33 ENTIRE CONTRACT

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

GC-34 FORCE MAJEURE

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

GC-35 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GC-36 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall provide FOUR-FOUR DOOR SEDAN VEHICLES, for the COOK COUNTY DEPARTMENT OF REVENUE, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

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

SC-04 Pre-Bid Conference

The County will hold a Pre-Bid Conference at Cook County Office of the Purchasing Agent, 118 N. Clark St., Room 1018, Chicago, IL 60602. Representatives from the Purchasing Division and the Revenue Department will comprise the panel to respond to answer any questions regarding the four Door Sedan Vehicles and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Barbie Flock at 312-603-6828 or email barbie.flock@cookcountyil.gov on or before Friday, April 29, 2011 at 10:00 A.M. Central Time, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference will be held on:

DATE: Monday, May 2, 2011
TIME: 10:00 A.M. Central Time
PLACE: Cook County
Office of the Purchasing Agent
118 N. Clark St, Room 1018
Chicago, IL 60602

OPEN MARKET PURCHASE NO. OMP-10-84-2668 REBID
SPECIAL CONDITIONS

SC-05 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Office of the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-04 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. Central Time on Thursday, May 5, 2011. Inquiries will be answered by the close of business on Tuesday, May 10, 2011.**

DURING THE BIDDING PROCESS, ALL INQUIRIES MUST BE DIRECTED, IN WRITING, ONLY TO THE OFFICE OF THE COOK COUNTY PURCHASING AGENT AS FOLLOWS:

MARIA DE LOURDES COSS
COOK COUNTY PURCHASING AGENT
C/O BARB FLOCK, SPECIFICATIONS ENGINEER
118 N. CLARK ST., Room #1018
CHICAGO, IL 60602

Or via email at barbie.flock@cookcountyil.gov

Contact Info for Specifications Engineer No. 84
Barb Flock: 312-603-6830, Barbie.flock@cookcountyil.gov

SC-06 DELIVERY

All deliveries shall be made to:

Cook County Department of Revenue
118 N. Clark St.
Chicago, IL 60602

Total delivery of vehicles must be completed within 120 days after the award of contract.

All vehicles must leave the delivery dealership with a full tank of gas and three sets of keys.

SC-07 NOTIFICATION

Do not deliver until notified by Using Department.

SC-08 DELIVERY COST

Vendor is responsible for all delivery costs.

SPECIFICATIONS

ITEM NO. 1: VEHICLES, FOUR DOOR SEDAN

A. Technical Specifications:

All bidders shall provide complete written technical literature including all Manufacturer's Names and Model Numbers. The equipment and other deliverables, or components of the system must meet or exceed the following minimum technical specifications:

1. Vehicle must be new
2. Engine 3.0L V6 with flex fuel capability
3. Gasoline/Ethanol 17 gallon capacity and variable valve timing
4. Horsepower: 240
5. Torque: 228
6. Transmission: Automatic, 6-Speed with select shift
7. Brakes: Anti-lock, 4 wheel disc, include traction control
8. Suspension: Four-wheel independent, touring stability control system
9. Oil-life monitor

B. All Standard Equipment Must Come Equipped in the Vehicle, Including:

1. SIX (6) Air Bags
2. Driver Information Center (DIC)
3. Air Conditioning
4. Dual-zone climate control (Driver and front passenger)
5. AM/FM Stereo with CD Player/MP3 Playback and Auxiliary Audio Input Jack and six (6) speaker system
6. Front bucket seats (cloth) with a six way power driver seat
7. Remote keyless entry

C. Color:

1. Exterior Color: Black
2. Interior Color: Black

D. Training/Technical Assistance

The Contractor must furnish professionally conducted training sessions to the extent described below. This training will be provided by the Contractor as a portion of the Contract, at no additional cost to the County.

~~For each unit delivered, the Contractor must train County personnel in the proper, safe operation of the unit and any auxiliary items for a minimum period of 2 (two) hours. This training will be conducted by knowledgeable, experienced personnel, at the facility of the using department.~~

~~In addition, for each unit delivered, the Contractor must train County trades technicians in the most efficient methods of diagnosing, troubleshooting, maintaining and repairing the unit and any auxiliary items for a minimum period of 2 (two) hours.~~

For each unit delivered, the Contractor must provide minimal training instructions regarding how to operate vehicles, regularly scheduled maintenance (oil, tune-ups, etc.) and any other required maintenance warnings communicated electronically or visually on the vehicle's dashboard.

SPECIFICATIONS

ITEM NO. 1: VEHICLES, FOUR DOOR SEDAN (CONTINUED)

E. Standard Product

Experimental 4 Door Sedan Vehicles will not be acceptable. Any 4 Door Sedan Vehicles which are not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for approximately one (1) year prior to the offering of this bid, will be considered experimental. The Purchasing Agent reserves the right to determine what constitutes experimental equipment.

Hybrids and/or combinations of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that the 4 Door Sedan Vehicles to be furnished has been commercially available through the proposed manufacturer to the trade for a period of not less than approximately one (1) year and has been fully field tested to the satisfaction of the Purchasing Agent.

F. Warranty:

The specific 4 Door Sedan Vehicles and all mounted/furnished equipment must be warranted against defective design, material or workmanship for the minimum periods listed below.

Basic Warranty is bumper to bumper for three (3) years or 36,000 miles, whichever occurs first. Warranty shall also cover repairs, replacements, or adjustments of all parts on the vehicle that malfunctions or fails during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

Power train Warranty is for five (5) Years or 60,000 miles, whichever occurs first.

Rust warranty is for five (5) years or 100,000 miles, whichever occurs first.

Roadside assistance program is for five (5) years or 60,000 miles, whichever occurs first.

Any repairs made by the Contractor during the respective warranty period must in turn be warranted as stated above 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.

Chronic defects in design, material and workmanship as warranted herein must be rectified in all units furnished under these specifications. Chronic defects, for purposes of the warranty, must be defined as defects of a similar nature which occur in more than three (3) [or ten percent (10%) of the quantity, whichever is greater] of the units furnished under these specifications.

SPECIFICATIONS

ITEM NO. 1: VEHICLES, FOUR DOOR SEDAN (CONTINUED)

The County may avail itself of the manufacturer's standard (or "no cost" incentive) warranty, or any provision thereof, in lieu of the warranty outlined herein, if deemed to be in the best interests of the County.

The Contractor must have factory warranty authorization, factory trained mechanics and adequate shop facilities, tool, parts and service facilities in the Chicago Metropolitan area (as determined by the County) to service the chassis in his own shop during the warranty period.

In addition, the manufacturer(s)/dealer(s) of the mounted equipment and/or accessories furnished by the Contractor under this specification must employ sufficient factory trained personnel and maintain adequate shop facilities, service facilities and parts inventories within the Chicago Metropolitan area to service/repair the subject equipment/accessories throughout their warranty period.

G. Quality Control

The Contractor must utilize industry recognized standards and procedures to assure that a satisfactory level of quality control is maintained in all stages of the manufacturing, assembly and installation process. Employees of the Office of the Purchasing Agent and the Revenue Department or agents acting on behalf of the County, accompanied by such County personnel will have open access to all areas/facilities in order to ensure that proper quality control standards are being met.

H. Manuals, Certificates, Applications, Etc.

All manuals must be provided in English. One (1) operator's manual and ~~one (1) set of maintenance manuals~~ must be provided with each vehicle purchased.

~~For purposes of these specifications, a set of maintenance manuals must include 1 complete "parts" manual, 1 "technical service" manual, 1 complete wiring schematic (if not included with in the service manual) and service and parts manuals for all auxiliary equipment.~~

Technical Service Bulletins (TSBs) must be forwarded directly to the Revenue Department as they are issued.

OPEN MARKET PURCHASE NO. OMP-10-84-2668 REBID

SPECIFICATIONS

ITEM NO. 1: VEHICLES, FOUR DOOR SEDAN (CONTINUED)

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish the Office of the Purchasing Agent, attention: Jane Beck, 118 N. Clark St., Room 1018, Chicago, IL 60602, (312) 603-2375 with the following items for each unit being delivered: Certificate of Origin and line-set sheet; Odometer Statement (in addition to odometer disclosure on Certificate of Origin), and applicable warranty certificate(s). Vehicle serial number and associated lock numbers must be provided ~~prior to contract award~~ five days before delivery to the County.

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 from the Illinois Department of Revenue by calling (800) 356-6302.

Note: The above listed documents must indicate the "County of Cook" as the owner of the vehicle. The assigned unit number and the respective department name must also be indicated on all documents, in the appropriate places.

No vehicle/equipment deliveries will be accepted unless the Contractor has fulfilled all of the above listed requirements.

Dealer must provide warranty service of the vehicle delivered on a first priority basis to Cook County.

I. Delivery Requirements:

Destination and freight charges shall be included in bid price.

Sutton Ford Inc. / Fleet Sales
21315 Central Ave.

PROPOSAL

BIDDER: Matteson, IL 60443

The undersigned declares they have carefully examined the Proposal Form, General and Special Conditions and Specifications identified as Open Market Purchase No. OMP-10-84-2668 REBID for VEHICLES, FOUR DOOR SEDAN for the COOK COUNTY DEPARTMENT OF REVENUE, as prepared by Cook County, and that they have familiarized themselves with all the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	EACH	4	VEHICLE, 4 DOOR SEDAN, 2011 AS PER SPECIFICATIONS HEREIN.
			\$ <u>20,272⁰⁰</u> /EACH
			\$ <u>81,088⁰⁰</u> /TOTAL
			MFR: <u>FORD 2012</u>
			MFR. NO. <u>Fusion SE (POH)</u>
			GRAND TOTAL \$ <u>81,088⁰⁰</u>

DELIVERY DATE: 90-120 DAYS ARO
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. <u>1</u>	Date: <u>MAY 10, 2011</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

TONI PRECKWINKLE
PRESIDENT



MARIA DE LOURDES COSS
PURCHASING AGENT

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

ADDENDUM NO. 1

DATE: MAY 10, 2011

**VEHICLES, FOUR DOOR SEDAN
FOR
COOK COUNTY DEPARTMENT OF REVENUE**

OPEN MARKET PURCHASE NO. OMP-10-84-2668 REBID

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. GENERAL: THIS ADDENDUM REVISES BID DOCUMENTS. THIS ADDENDUM IS ISSUED TO BIDDERS OF RECORD PRIOR TO EXECUTION OF CONTRACT, AND FORMS A PART OF CONTRACT DOCUMENTS AND MODIFIES PREVIOUSLY ISSUED DOCUMENTS. INsofar AS PREVIOUSLY ISSUED CONTRACT DOCUMENTS ARE INCONSISTENT WITH MODIFICATIONS INDICATED BY THIS ADDENDUM, MODIFICATIONS INDICATED BY THIS ADDENDUM SHALL GOVERN. WHERE ANY PART OF THE CONTRACT DOCUMENTS ARE MODIFIED BY THIS ADDENDUM, ALL UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.**

- B. BID FORM: ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN SPACE PROVIDED ON BID FORM ON THE PROPOSAL PAGE. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.**

- C. ATTACHMENTS: THE ADDENDUM INCLUDES ATTACHMENTS DESCRIBED IN THIS ADDENDUM. ONE COPY OF EACH ATTACHMENT IS ISSUED WITH THIS ADDENDUM, UNLESS OTHERWISE INDICATED. CHECK RECEIPT OF ATTACHMENTS ISSUED WITH THIS ADDENDUM.**

- D. FILING: INSERT ATTACHMENTS IN RESPECTIVE CONTRACT DOCUMENT IN CORRECT SEQUENCE AND LOCATION. REVISE SPECIFICATION CONTENTS AND DRAWING LIST TO REFLECT MODIFICATIONS OF THE ADDENDUM, AS APPLICABLE.**

Open Market Purchase No. OMP-10-84-2668 REBID - Addendum No. 1.
Page Two

E. Questions:

Question 1: Page S-1, Training and technical assistance, the specifications call for a minimum of two hours for each vehicle for operation and two hours for servicing. This seems unusual for a contract with only four vehicles, and these are fairly basic/standard vehicles. This training could be expensive both for the County's time and the Vendor.

Answer: **The County is requiring minimal training instructions regarding how to operate vehicles, regularly scheduled maintenance (oil, tune-ups, etc.) and any other required maintenance warnings communicated electronically or visually on the vehicle's dashboard. Please refer to the attached Specifications page S-1A.**

Question 2: Page S-3, Manuals, complete shop/service and parts manuals again are quite expensive and involved to be purchasing one set for each vehicle. Shop/service manuals are available in print or on C-D. Parts manuals are only available as DVD's.

Answer: **The County is not requiring a maintenance manual or a parts manual. Please refer to the attached Specifications page S-3A.**

Question 3: Page S-4, Requirements, line sheets are not available for automobiles or light duty trucks, serial numbers and key numbers cannot be provided until the vehicle is built and delivered by the manufacturer to the dealer/vendor.

Answer: **The County is requiring serial numbers and associated lock numbers five days before delivery to the County. Please refer to the attached Specifications page S-4A.**

Question 4: All of the information contained in the contract specifies the responsibilities of the vendor but there is no information regarding the payment terms, such as how long it will take to get paid after delivery of the vehicles.

Answer: **Please refer to the General Conditions page GC-1, Section GC-04 "Payment" for information on payment. It is the County's policy to make payments in a timely manner after correct invoices are submitted.**

Question 5: What is Cook County's policy regarding award of bids if only one vendor bids?

**Open Market Purchase No. OMP-10-84-2668 REBID - Addendum No. 1.
Page Three**

Answer: **The first time a contract goes out to bid and the County receives only one bid or does not receive any bids, the contract is automatically cancelled and rebid. If the County did receive only one bid at the first bid opening, the County will send the unopened bid back to the bidder. Once the same contract goes out to bid a second time, it becomes a rebid and if the County receives only one bid at the second bid opening, the County will open the bid and award the contract to the one bidder if that bidder meets or exceeds the specifications and minority requirements specified in the bid document.**

F. Changes:

ITEM NO. 1 – SPECIFICATIONS PAGES S-1, S-3, AND S-4

CHANGE FROM: REMOVE THE SPECIFICATIONS PAGES S-1,
S-3 AND S-4.

CHANGE TO: INSERT THE ATTACHED SPECIFICATIONS PAGES
S-1A, S-3A AND S-4A.

G. Pre-bid conference attendee sign-in sheet attached.

Barb Flock

ORIGINATED BY:
BARB FLOCK, CPPB
SPECIFICATIONS ENGINEER

Maria de Lourdes Coss

MARIA DE LOURDES COSS, CPPO
PURCHASING AGENT *BR*
OF COOK COUNTY

MAJOR PRODUCT CHANGES

MODEL/SERIES/AVAILABILITY

- S, SE, SEL, SPORT and Hybrid

MECHANICAL

- ★ **New:**
- **Changed:**
 - 6-Speed Automatic Transmission standard on SE
- **Deleted:**

SAFETY/SECURITY

- **New:**
- **Changed:**
- **Deleted:**

EXTERIOR

- ★ **New:**
 - New Colors Added:
 - Black (UA)
 - Cinnamon (HT)
 - Ginger Ale (JY) – Hybrid Unique
 - Red Candy Tinted Clearcoat Metallic (RZ)
 - Blue Flame (SZ)
 - New Wheel Added:
 - 17" Aluminum Wheel Standard on SE
- **Changed:**
- **Deleted:**
 - Colors Deleted:
 - Light Ice Blue Metallic – Hybrid Unique
 - Bordeaux Reserve Metallic
 - Kona Blue
 - Red Candy Tinted Clearcoat Metallic
 - Tuxedo Black Metallic
 - Wheel Deleted:
 - Fleet Only 17" Aluminum Wheel (646)

INTERIOR

- ★ **New:**
 - Moonroof Delete Option (13A)
- **Changed:**
- **Deleted:**

FUNCTIONAL

- ★ **New:**
- **Changed:**
- **Deleted:**

PACKAGES

- ★ **New:**
- **Changed:**
- **Deleted:**
 - Aluminum Pedals/Illuminated Sills Package (55P)
 - Illuminated Sills from Luxury Package (14L)

2012 FUSION ORDER COMBINATIONS

FUSION S

- Body Code: P0G
- Equipment Group Code: 100A

FUSION SE

- Body Code: P0H
- Equipment Group Code: 200A, 201A, 202A

FUSION SEL

- Body Code: P0J (FWD)/P0C (AWD)
- Equipment Group Code: 300A, 301A, 302A

FUSION SPORT

- Body Code: P0K (FWD)/P0D (AWD)
- Equipment Group Code: 400A, 401A, 402A

FUSION HYBRID

- Body Code: P0L
- Equipment Group Code: 500A, 501A, 502A

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com or Dealer eStore for the most current information.

STANDARD EQUIPMENT

MECHANICAL

- Brakes – 4-wheel Disc Anti-lock Braking System (ABS)
- Engine – 2.5L I4 Engine
- Steering – Electric Variable-Assist Power Steering, Rack-and-Pinion
- Transmission – 6-Speed Manual Transmission

EXTERIOR

- Badge – Unique 'S' Badging (Base series only)
Note: Manual Transmission Only
- Bumpers – Body-Colored Front and Rear
- Door Handles – Body-Color
- Glass – Solar-Tinted
- Grille – Chrome
- Mirrors
 - Integrated Spotter Mirrors
Note: N/A with Blind Spot Information System (BLIS®)
 - Black Side Mirrors
 - Power-Adjustable
- Wheels/Tires
 - 16" Aluminum Wheels
 - P205/60VR16 A/S BSW Tires
 - Compact Spare Wheel/Tire

INTERIOR/COMFORT

- Center Consoles – Front Row with 2-Tier Armrest Storage
- Climate Control – Cabin Air Filter
- Door-Locks – Power
- Illumination – Dome Lamp with Map Lights – 1st and 2nd Row
- Instrument Cluster with Message Center
- Seats
 - 1st Row – 4-Way Manual Driver Seat
 - 1st Row – 2-Way Manual Passenger Seat
 - 2nd Row – 60/40, Spring-Assisted, Split Bench with Center Armrest and 2-Cupholders (Non Hybrid Seat)
 - Cloth Seating Surfaces
- Shifter Knob – Urethane
- Steering Wheel
 - Cruise Control
 - Manual Tilt/Telescoping

SAFETY & SECURITY

- AdvanceTrac® – Electronic Stability Control (ESC) with Brake-Actuated Traction Control
- Airbags
 - Dual Front Airbags
 - Side Airbags/Side Air Curtains
- Child-Safety Locks – Rear-Doors
- Emergency Trunk Release – Glow-in-the-Dark
- Illuminated Entry
- LATCH (Lower Anchors and Tether Anchors for Children) System – 2nd Row
- Occupant-Classification System
- Perimeter Anti-Theft Alarm
- Personal Safety System™ – Seat Belt Pretensioners, Load limiting Retractors, Dual-Stage Front Air-bags Driver Seat Position Sensing, Crash Severity Sensing
- Remote Keyless-Entry System with Trunk Release (FOB Integrated Into Key) Integrated Keyhead Remote Transmitter
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FUNCTIONAL

- Audio
 - AM/FM Stereo/Single-CD/MP3
 - 4 speakers
 - Audio Input Jack
- Battery Saver
- Decklid Release – Remote
- Easy Fuel® – Capless Fuel-Filler
- Instrumentation – Trip Computer
- MyKey®
- Powerpoints – 2, 12V, Located In Front of Vehicle
- Sun Visors – Dual Driver and Passenger
- Window – Rear Defroster
- Windows – Power Side Driver 1-Touch Up/Down
- Windshield Wipers – Front Speed-sensitive

2012 FUSION S SERIES EQUIPMENT GROUP

Series/Rate	Option Code	Fusion Base – TBD%
Retail Series Mix (% of Total Vehicle)		TBD%
2.5L I4 Fusion FWD (incl. D&D)		
2.5L I4 Fusion FWD (incl. D&D)	P0G	\$\$
6-speed Manual Transmission		S
6-speed Automatic Transmission	44W	\$\$
Equipment Group Code (Order Code)		100A
Equipment Group Mix		100%
Equipment Group MSRP (before Discount)		
Equipment Group Discount		
Included in Equipment Group		
No Additional Equipment		
Free Standing Packages & Options (FSO)		
Floor Mats – 1 st & 2 nd Row	12Y	\$\$
License Plate Bracket	153	\$\$
Red Candy Metallic Tinted Clearcoat	RZ	\$\$
Fleet Only Options (Req. Valid FIN Code)		
Daytime Running Lamps	942	\$\$
Engine Block Heater	41H	\$\$
Accessories		
All-Weather Floor Mats – Front and Rear Note: Custom Accessory Pre-Installed	55M	\$\$
Power Code™ with Remote Start Note: Requires Automatic Transmission Note: Custom Accessory Pre-Installed	55S	\$\$

STANDARD EQUIPMENT**ALL BASE EQUIPMENT PLUS:**

- Audio
 - AM/FM Stereo/Single Disc/MP3-Capable
 - 6 speakers
- Exhaust – with Dual Chrome Tips
- Floor Mats – 1st & 2nd Row
- Fog Lamps
- Headlamps – Automatic Halogen (Autolamp)
- Mirrors – Body-Colored
- SE Badge
- ★ Seats – 1st Row – 8-way Power Driver Seat with Manual Lumbar
 - Note:** Includes Power Driver Recline
- SIRIUS® Satellite Radio with 6 month Prepaid subscription (48 Contiguous States). Service Not Available in Alaska or Hawaii
- Steering Wheel – Redundant Controls
- Storage – Map Pockets – Front-Seat Backs
- Transmission – 6-speed Automatic
- Visors – Driver and Front-Passenger with Illuminated Mirrors
- Wheels/Tires
 - 17" Alloy Wheel
 - P225/50VR17 A/S BSW

V6 OPTIONAL ENGINE INCLUDES:

- Engine – 3.0L V6 Duratec® Flex-Fuel (E85)
- Road & Leaf Badge
- Transmission – 6-speed SelectShift Automatic™ (Thumb Switch)

2012 FUSION SE SERIES EQUIPMENT GROUP

Series/Rate	Option Code	Fusion SE – TBD%		
Retail Series Mix (% of Total Vehicle)		TBD%	TBD%	TBD%
2.5L I4 Engine FWD (incl. D&D)	P0H	\$\$	\$\$	\$\$
6-speed Automatic Transmission (2.5L I4 Option Only)	44W	S	S	S
3.0L V6 Flex-Fuel Engine incl. 6-speed SelectShift Automatic™ Transmission (Thumb Switch)	99G	\$\$	\$\$	\$\$
Equipment Group Code (Order Code)		200A	201A	202A
Equipment Group Mix		TBD%	TBD%	TBD%
Equipment Group MSRP (before Discount)			\$\$	\$\$
Equipment Group Discount				\$\$
Included in Equipment Group				
Ford SYNC® Voice-Activated Communications and Entertainment System (includes 911 Assist™, VHR, Traffic, Directions and Information Services) Note: See Major Product Changes Page (1) for complete SYNC® description and Functionality			I	
Sun & SYNC® Package <ul style="list-style-type: none"> • Moonroof • Ford SYNC® Voice-Activated Communications and Entertainment System (includes 911 Assist™, VHR, Traffic, Directions and Information Services) • Electrochromic (Auto-Dimming) Rearview Mirror • Compass Note: See Major Product Changes Page (1) for complete SYNC® description and Functionality				I
Free Standing Packages & Options (FSO)				
License Plate Bracket, Front	153	\$\$	\$\$	\$\$
Rear Deck Spoiler	13K	\$\$	\$\$	\$\$
Reverse Sensing System Note: Requires Auto Transmission	43P	\$\$	\$\$	\$\$
Monochrome Appearance Package <ul style="list-style-type: none"> • Package available in: Black, Ingot Silver, Blue Flame, Sterling Gray Metallic, Red Candy Metallic Tinted Clearcoat exterior colors with Charcoal Black interior only • Body-Colored Grille • 18" Machined-Aluminum wheels with painted pockets • P225/45R18 V-rated performance tires • Sport-tuned suspension • Rear spoiler • Unique finish on IP Spears and Center-Stack • Unique cloth seat and door-trim inserts • Leather-wrapped steering wheel and shift knob Note: 2.5L Engines with 6-Speed Automatic Transmission include the SelectShift Automatic™ Transmission Feature (Thumb Switch)		14X	\$\$	\$\$
Appearance Package Note: Same Package content as Monochrome Appearance Package with one exception, Chrome Grille replaces Body-Color Grille	14C	\$\$	\$\$	\$\$
Red Candy Metallic Tinted Clearcoat Note: Late Availability	RZ	\$\$	\$\$	\$\$
White Platinum Metallic Tri-Coat Paint	UG	\$\$	\$\$	\$\$
Fleet Only Options (Req. Valid FIN Code)				
Daytime Running Lamps	942	\$\$	\$\$	\$\$
Engine Block Heater	41H	\$\$	\$\$	\$\$
Mirror – Heated, Non Puddle Lamp	54P	\$\$	\$\$	\$\$
Accessories				
All-Weather Floor Mats (Black) – Front and Rear Note: Custom Accessory Pre-Installed	55M	\$\$	\$\$	\$\$
Power Code™ Remote Start Note: Requires Automatic Transmission Note: Custom Accessory Pre-Installed	55S	\$\$	\$\$	\$\$

★ = New for this model year

I = Included in Equipment Group, S = Standard Equipment, \$\$ = Optional

FUNCTIONAL EQUIPMENT

AXLE AVAILABILITY

*Final Drive Ratio = 4.38
(6-speed 2.5L I4 Manual)*

*Final Drive Ratio = 3.06
(6-speed 2.5L I4 Automatic)*

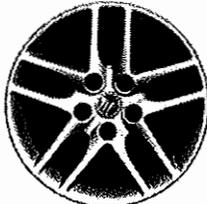
*Final Drive Ratio = 2.57
(eCVT 2.5L I4 HYBRID – Automatic)*

*Final Drive Ratio = 3.208
(6-speed 3.0L V6 Flex-Fuel – SelectShift
Automatic™)*

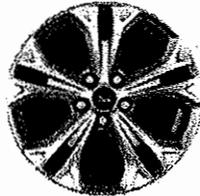


*Final Drive Ratio = 3.33
(6-speed 3.5L V6 – SelectShift Automatic™)*

WHEEL AVAILABILITY



16" Aluminum Wheel
Standard on S



*17" Aluminum Wheel
Standard on SE



17" Polished Aluminum
Wheel
Included in and only
available with the Luxury
Package



17" Painted 15-Spoke
Aluminum
Standard on HYBRID



18" Painted Aluminum
Standard on SPORT



18" Machined-Aluminum
Wheels with Painted
Pockets
Included in and only
available with the Sport
Appearance Package

* = New for this model year

COLOR & TRIM AVAILABILITY

Model	Style/Material	Interior Description
S	Cloth	Cloth Front Bucket Seats with 60/40 Split Rear-Seat (5 Passenger)
SE	Cloth	Cloth Front Bucket Seats with 60/40 Split Rear-Seat (5 Passenger)
SEL	Leather	Leather-Trimmed Bucket Seats with Heated 1 st Row (Driver/Passenger) and 60/40 Split Rear-Seat (5 Passenger)
SEL (Fleet Only)	Cloth	Cloth Front Bucket Seats with 60/40 Split Rear-Seat (5 Passenger)
SPORT	Leather	Leather-Trimmed Front Bucket Seats with 60/40 Split Rear-Seat (5 Passenger). Red or Blue or Black Seat inserts; Charcoal black facing, headrest & side bolsters w/accnt Seat stitching
Hybrid	Cloth	Cloth Front Bucket Seats with Fixed (non-folding) Rear-Seat (5 Passenger)
Hybrid	Leather	Leather-Trimmed Bucket Seats with Heated 1 st Row (Driver/Passenger) and Fixed (non-folding) Rear-Seat (5 Passenger)
Appearance Package	Cloth	Cloth Front Bucket Seats with 60/40 Split Rear-Seat (5 Passenger) with Unique Seat Inserts
Appearance Package	Leather	Leather-Trimmed Bucket Seats with Heated 1 st Row (Driver/Passenger) and 60/40 Split Rear-Seat (5 Passenger)
Luxury Package	Leather	Leather-Trimmed Bucket Seats with Heated 1 st Row (Driver/Passenger) and 60/40 Split Rear-Seat (5 Passenger)

COLOR OFFERINGS

Paint Name	Order Code	S	SE			SEL			SPORT			HYBRID		Appearance Package	Luxury Package	
		Cloth	Cloth		Leather-Trimmed			Leather-Trimmed			Cloth/Leather-Trimmed		Cloth/Leather-Trimmed	Leather-Trimmed		
		Med. Lt. Stone	Med. Lt. Stone	Charcoal Black	Camel	Med. Lt. Stone	Charcoal Black	Camel	Charcoal Black	Sport Red*	Sport Blue*	Med. Lt. Stone	Charcoal Black	Charcoal Black	Charcoal Black	Ginger
		DL	DL	DW	DC	FL	FW	FC	VW	VR	VB	TL/FL	TW/FW	CW/FW	AW	AG
★Cinnamon ¹	HT	■	■	■	■	■	■	■								
★Ginger Ale	JY											■	■			
★Red Candy Metallic Tinted Clearcoat	RZ	■	■	■		■	■	■	■	■		■	■	■		
★Blue Flame	SZ			■			■		■		■			■		
★Black ¹	UA	■	■	■		■	■	■	■	■	■	■	■	■	■	■
White Platinum Metallic Tri-Coat	UG				■	■	■	■	■	■	■	■	■			■
Sterling Gray Metallic	UJ		■	■		■	■					■	■	■	■	■
Steel Blue Metallic	UN			■	■		■	■				■	■		■	■
Ingot Silver Metallic	UX	■	■	■		■	■		■			■	■	■	■	■
White Suede	WS	■	■			■						■	■		■	■

¹ Late Availability. Please refer to your weekly scheduling notes for paint availability updates.

★ = New for this model year

CALIFORNIA EMISSIONS STATES/CROSS BORDER STATES***

CALIFORNIA EMISSIONS SYSTEM..... 422

Required on all units for Arizona, California, Connecticut, Maine, Massachusetts, Maryland, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington registration. Optional for Cross Border States (see below ***).

CALIFORNIA EMISSIONS SYSTEM NOT REQUIRED..... 423

Control code for units either shipped to California Emissions States dealers or ordered by California Emissions States dealers for registration in non-California States locations. **NOTE:** In Maine, Rhode Island and Vermont, dealers cannot order vehicles for customers in non-California Emission State locations (except Public Service/Emergency Vehicles – 936)

CALIFORNIA EMISSION EXEMPTION FOR PUBLIC SERVICE/EMERGENCY VEHICLES 936

This exemption may only apply in certain states. Ordering dealer is responsible to contact the proper state authorities for clarification on qualifying exempted vehicles for registration. Only available on units sold for authorized public service or emergency service use. Must also use Code 423 when ordering

NON-CALIFORNIA/NON-CROSS BORDER STATES DEALER ORDER FOR CALIFORNIA STATES REGISTRATION..... 93N

It is a violation of federal law for a Federal State dealer to sell a vehicle with Code "422" (California Emissions System), unless the vehicle will be registered in a California Emissions or Cross Border State. Federal dealers ordering vehicles with code "422" Code are required to also use code "93N" to attest that the vehicle is being sold/delivered to a customer intending to register the vehicle in a California Emissions or Cross Border State.

***** CROSS BORDER STATES**

Cross Border States are Delaware, Idaho, Nevada, New Hampshire, New Mexico, Ohio, Utah, Virginia and West Virginia

50-STATE EMISSION SYSTEM

APPLIES TO FUSION WITH 2.5L HYBRID ENGINE AND FUSION SPORT FWD WITH 3.5L V6 ENGINE ONLY 425

ENGINE BLOCK HEATER

Standard and only available in AK, MN, ND, SD, MT, WI and WY states. Other states available via FCSD..... 41H

NOTE: Fleet Only – Engine block heater optional in all states with valid FIN code.

★ = New for this model year

POWERTRAIN/DIMENSIONS

FUEL ECONOMY

ENGINE DISPL.	TRANSMISSION	50-STATE			
		F.E. LABEL ADJUSTED		ESTIMATED ANNUAL FUEL COST	MEMO: UNADJUSTED COMBINED
		CITY	HIGHWAY		
4-Cylinder					
2.5 I4 16V (S series)	6-Speed Manual	TBD	TBD	TBD	TBD
2.5 I4 16V (S series)	6-Speed Automatic	TBD	TBD	TBD	TBD
2.5 I4 16V	6-Speed Manual	TBD	TBD	TBD	TBD
2.5 I4 16V (SE, SEL series)	6-Speed Automatic	TBD	TBD	TBD	TBD
2.5 I4 Atkinson-Cycle	eCVT Automatic (HYBRID)	TBD	TBD	TBD	TBD
6-Cylinder					
3.0L 24V FFV V6 Duratec®	6-Speed SelectShift Automatic™	TBD	TBD	TBD	TBD
3.0L 24V FFV V6 Duratec® AWD	6-Speed SelectShift Automatic™	TBD	TBD	TBD	TBD
6-Cylinder					
3.5L 24V V6 Duratec®	6-Speed SelectShift Automatic™	TBD	TBD	TBD	TBD
3.5L 24V V6 Duratec® AWD	6-Speed SelectShift Automatic™	TBD	TBD	TBD	TBD

ENGINE HORSEPOWER AND TORQUE RATINGS

ENGINE DISPL.	TRANSMISSION	NOMINAL COMPRESSION RATIO	50-STATE	
			HORSEPOWER	TORQUE
			H.P. @ RPM	FT. LBS. @ RPM
4-Cylinder				
2.5 I4 16V Duratec®	6-Speed Manual	TBD	175	172
	6-Speed Automatic	TBD	175	172
2.5 I4 Atkinson-Cycle	eCVT Automatic (HYBRID)	TBD	156	136
6-Cylinder				
3.0L 24V V6 Duratec®	6-Spd SelectShift Automatic™	TBD	240	228
3.5L 24V V6 Duratec®	6-Spd SelectShift Automatic™	TBD	263	249

DIMENSIONS*

Exterior Dimensions	Gas Engine	Hybrid Engine
Wheelbase [in]	107.4	107.4
Length [in]	190.6	190.6
Height [in]	56.9	56.9
Width – Excluding Mirrors [in]	72.2	72.2
Width – Including Mirrors [in]	80.1	80.1
Front Track [in]	61.7	61.7
Rear Track [in]	61.3	61.3
Interior Dimensions		
Head Room – Front [in]	38.7	38.7
Head Room – Rear [in]	37.8	37.8
Leg Room – Front [in]	42.3	42.3
Leg Room – Rear [in]	37.1	36.7
Hip Room – Front [in]	54.0	54.0
Hip Room – Rear [in]	53.3	53.3
Shoulder Room – Front [in]	57.4	57.4
Shoulder Room – Rear [in]	56.5	56.5
Capacities		
Passenger Volume [cu. ft.]	100.3	99.8
Luggage Capacity [cu. ft.]	16.5	11.8

*All dimensions are preliminary figures

Sutton Ford

Presents...



The 2011 Ford Fusion SE

4dr FWD Sedan

2012 NOT YET AVAILABLE



Prepared For:
Prepared By: Lou Zager
Prepared On: May 12, 2011



Sutton Ford

May 12, 2011

Re: The 2011 Ford Fusion SE

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Lou Zager

Prepared For:

Prepared By:

Lou Zager
Sutton Ford
21315 Central Avenue
Matteson, Illinois, 60443
Phone: 708-720-8035
Fax: 708-720-4305



Table of Contents

2011 Ford Fusion

4dr FWD Sedan SE (POH)

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Selected Options	8
Quotation	10
Dimensions & Capacities	11
Warranty	12
Window Sticker	13

Prepared For:

Prepared By:

Lou Zager
Sutton Ford
21315 Central Avenue
Matteson, Illinois, 60443
Phone: 708-720-8035
Fax: 708-720-4305



Vehicle Profile

2011 Ford Fusion

4dr FWD Sedan SE (P0H)

Powertrain

3.0L V-6 DOHC SMPI 24 valve flexible recommended fuel engine with variable valve control * 150 amp alternator * 500 amp 60 amp hours (Ah) battery with run down protection * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up * Front-wheel drive * ABS & driveline traction control * 3.21 axle ratio * Stainless steel exhaust with tailpipe finisher

Steering and Suspension

Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front vented discs * AdvanceTrac stability control * Independent front suspension * Front short and long arm suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" steel wheels with full wheel covers * P225/50VR17.0 BSW AS front and rear tires * Inside under cargo mounted compact steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * SecurILock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning, air filter, underseat ducts * SIRIUS AM/FM/Satellite, clock, seek-scan, in-dash mounted single CD, MP3 decoder, SYNC external memory control, 6 speakers, integrated roof antenna, radio steering wheel controls * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, power remote trunk/hatch/door release, child safety rear door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, Bluetooth wireless phone connectivity, internet access * Analog instrumentation display includes tachometer, engine temperature gauge, systems monitor, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front and rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers, sun visor strip, rear window defroster * Dual illuminated vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights, illuminated entry * Full floor console with covered storage, mini overhead console with storage, glove box, front and rear cupholders, instrument panel covered bin, dashboard storage covered, 2 seat back storage pockets, driver and passenger door bins * Carpeted cargo floor, carpeted trunk lid/rear cargo door, cargo light

Seating and Interior

Seating capacity of 5 * Bucket front seats with adjustable head restraints, center armrest with storage * 8-way adjustable (8-way power) driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear bench seat with fold forward seatback, 3 adjustable rear head restraints, center armrest * Premium cloth faced front seats with cloth back material * Premium cloth faced rear seats with carpet back material * Cloth door trim insert, full cloth headliner, full carpet floor covering with carpet front and rear floor mats, metal-look instrument panel insert,

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Vehicle Profile Continued

Prepared By: Lou Zager
Dealership: Sutton Ford

Seating and Interior (Continued)

leather/chrome gear shift knob, metal-look door panel insert, metal-look console insert, chrome interior accents

Exterior Features

Side impact beams, fully galvanized steel body material * Chrome side window moldings, black front windshield molding * Body-colored door handles * Chrome grille * 4 doors * Driver and passenger power remote body-colored convex spotter outside mirrors * Front and rear body-colored bumpers, with front chrome rub strip/fascia accent * Projector beam halogen fully automatic headlamps with multiple headlamps, delay-off feature * Additional exterior lights include front fog/driving lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	240 hp @ 6,550 rpm	Torque	223 lb.-ft. @ 4,300 rpm
Drag coefficient	0.33	1st gear ratio	4.150
2nd gear ratio	2.370	3rd gear ratio	1.560
4th gear ratio	1.160	5th gear ratio	0.860
6th gear ratio	0.690	Reverse gear ratio	3.390
City/hwy	22 mpg/29 mpg	Curb weight	3,285 lbs.
GVWR	4,473 lbs.	Front legroom	42.3 "
Rear legroom	37.1 "	Front headroom	38.7 "
Rear headroom	37.8 "	Front hiproom	54.0 "
Rear hiproom	53.3 "	Front shoulder room	57.4 "
Rear shoulder room	56.5 "	Passenger area volume	100.3 cu.ft.
Length	190.6 "	Body width	72.2 "
Body height	56.9 "	Wheelbase	107.4 "
Front tread	61.7 "	Rear tread	61.3 "
Turning radius	18.7 '	Fuel tank	17.5 gal.
Interior cargo volume	16.5 cu.ft.	Interior maximum cargo volume	16.5 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Prepared For:

Prepared By:

Lou Zager
Sutton Ford
21315 Central Avenue
Matteson, Illinois, 60443
Phone: 708-720-8035
Fax: 708-720-4305



Standard Equipment

2011 Ford Fusion

4dr FWD Sedan SE (POH)

Powertrain

2.5L I-4 DOHC SMPI 16 valve engine with variable valve control * 150 amp alternator * 500 amp 60 amp hours (Ah) battery with run down protection * 6-speed manual transmission with overdrive * Front-wheel drive * ABS & driveline traction control * 4.38 axle ratio * Stainless steel exhaust with tailpipe finisher

Steering and Suspension

Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front vented discs * AdvanceTrac stability control * Independent front suspension * Front short and long arm suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" steel wheels with full wheel covers * P225/50VR17.0 BSW AS front and rear tires * Inside under cargo mounted compact steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * SecurILock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning, air filter, underseat ducts * SIRIUS AM/FM/Satellite, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 6 speakers, integrated roof antenna, radio steering wheel controls * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, power remote trunk/hatch/door release, child safety rear door locks * 2 12V DC power outlets, driver foot rest, retained accessory power * Analog instrumentation display includes tachometer, engine temperature gauge, systems monitor, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front and rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers, sun visor strip, rear window defroster * Dual illuminated vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights, illuminated entry * Full floor console with covered storage, mini overhead console with storage, glove box, front and rear cupholders, instrument panel covered bin, dashboard storage covered, 2 seat back storage pockets, driver and passenger door bins * Carpeted cargo floor, carpeted trunk lid/rear cargo door, cargo light

Seating and Interior

Seating capacity of 5 * Bucket front seats with adjustable head restraints, center armrest with storage * 8-way adjustable (8-way power) driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear bench seat with fold forward seatback, 3 adjustable rear head restraints, center armrest * Premium cloth faced front seats with cloth back material * Premium cloth faced rear seats with carpet back material * Cloth door trim insert, full cloth headliner, full carpet floor covering with carpet front and rear floor mats, metal-look instrument panel insert, leather/chrome gear shift knob, metal-look door panel insert, metal-look console insert,

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Standard Equipment Continued

Prepared By: Lou Zager
Dealership: Sutton Ford

Seating and Interior (Continued)

chrome interior accents

Exterior Features

Side impact beams, fully galvanized steel body material * Chrome side window moldings, black front windshield molding * Body-colored door handles * Chrome grille * 4 doors * Driver and passenger power remote body-colored convex spotter outside mirrors * Front and rear body-colored bumpers, with front chrome rub strip/fascia accent * Projector beam halogen fully automatic headlamps with multiple headlamps, delay-off feature * Additional exterior lights include front fog/driving lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	175 hp @ 6,000 rpm	Torque	172 lb.-ft. @ 4,500 rpm
Drag coefficient	0.33	1st gear ratio	3.450
2nd gear ratio	1.840	3rd gear ratio	1.310
4th gear ratio	1.030	5th gear ratio	0.840
6th gear ratio	0.680	City/hwy	22 mpg/29 mpg
Curb weight	3,285 lbs.	GVWR	4,473 lbs.
Front legroom	42.3 "	Rear legroom	37.1 "
Front headroom	38.7 "	Rear headroom	37.8 "
Front hiproom	54.0 "	Rear hiproom	53.3 "
Front shoulder room	57.4 "	Rear shoulder room	56.5 "
Passenger area volume	100.3 cu.ft.	Length	190.6 "
Body width	72.2 "	Body height	56.9 "
Wheelbase	107.4 "	Front tread	61.7 "
Rear tread	61.3 "	Turning radius	18.7 '
Fuel tank	17.5 gal.	Interior cargo volume	16.5 cu.ft.
Interior maximum cargo volume	16.5 cu.ft.		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Prepared For:

Prepared By:

Lou Zager
Sutton Ford
21315 Central Avenue
Matteson, Illinois, 60443
Phone: 708-720-8035
Fax: 708-720-4305



Selected Options

2011 Ford Fusion

4dr FWD Sedan SE (P0H)

Vehicle Snapshot	
Engine:	3.0L V6 Flex Fuel
Transmission:	6-Speed Automatic w/SelectShift
Rear Axle Ratio:	3.208
GVWR:	

Code	Description	Class	MSRP
P0H	Base Vehicle Price (P0H)	STD	21,680.00
Packages			
201A	Order Code 201A <i>(99A) Engine: 2.5L I4; (446) Transmission: 6-Speed Manual; (T7D) Tires: P225/50VR17 AS BSW; (64B) Wheels: 17" Design w/Silver Paint & Painted Cover; (D) Cloth Front Bucket Seats : Includes 60/40 split rear bench, 8-way power driver seat with manual lumbar, power driver recline and 2-way manual passenger seat.; (STDRD) Radio: AM/FM Stereo w/Single-CD/MP3 : Includes 6 speakers and audio input jack.; Ford SYNC : Voice-activated communications and entertainment system. Includes 911 assist, vehicle health reports, traffic reports, GPS based turn by turn driving directions and information services. Traffic, Directions, Information services receive a complimentary three year pre-paid subscription (one phone/primary account).</i>	OPT	395.00
Powertrain			
99G	Engine: 3.0L V6 Flex Fuel <i>(44W) Transmission: 6-Speed Automatic w/SelectShift : Includes thumb switch. Fuel economy for ethanol E85: 14 MPG city, 21 MPG highway. Torque: 223 ft.lbs. @ 4300 rpm.</i>	OPT	2,490.00
44W	Transmission: 6-Speed Automatic w/SelectShift <i>3.208 Axle Ratio. Includes thumb switch.</i>	INC	Included
Wheels & Tires			
T7D	Tires: P225/50VR17 AS BSW	INC	Included
64B	Wheels: 17" Design w/Silver Paint & Painted Cover	INC	Included
Seats & Seat Trim			
D	Cloth Front Bucket Seats	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Selected Options Continued

Prepared By: Lou Zager
Dealership: Sutton Ford

Code	Description	Class	MSRP
	<i>Includes 60/40 split rear bench, 8-way power driver seat with manual lumbar, power driver recline and 2-way manual passenger seat.</i>		

Other Options

PAINT	Monotone Paint Application	STD	N/C
STDRD	Radio: AM/FM Stereo w/Single-CD/MP3 <i>SIRIUS Satellite Radio : Includes 6-month pre-paid subscription (48 contiguous states). Service NOT AVAILABLE in Alaska or Hawaii. Includes 6 speakers and audio input jack.</i>	INC	Included

Primary Colors For : Secondary w/SE & 14C/14X

PNTTBL	Paint Table : Primary w/SE	OPT	0.00
--------	-----------------------------------	-----	------

Interior Colors For : Primary w/SE

DW	Charcoal Black	OPT	N/C
----	-----------------------	-----	-----

Primary Colors For : Primary w/SE

UH	Tuxedo Black Metallic	OPT	N/C
----	------------------------------	-----	-----

Vehicle Subtotal			\$24,565.00
Fuel Charge			\$0.00
Destination			\$760.00
Vehicle Subtotal (including Destination)			\$25,325.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Prepared For:

Prepared By:

Lou Zager
Sutton Ford
21315 Central Avenue
Matteson, Illinois, 60443
Phone: 708-720-8035
Fax: 708-720-4305



Quotation

2011 Ford Fusion

4dr FWD Sedan SE (POH)

Vehicle Snapshot	
Engine:	3.0L V6 Flex Fuel
Transmission:	6-Speed Automatic w/SelectShift
Rear Axle Ratio:	3.208
GVWR:	

Description	MSRP
Vehicle Price (excluding option discounts)	\$24,565.00
FDAF Assessment	0.00
Vehicle Subtotal	\$24,565.00
Option Credits	0.00
Other (Discount)Margin	0.00
Incentives	0.00
Total Other Items	0.00
Net Selling Price	\$24,565.00
Destination	760.00
Total Quote	\$25,325.00
TOTAL	\$25,325.00

Customer Signature

Acceptance Date

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Printed on May 12, 2011 at 14:44

Price Level: 155

QuoteID: <None>

Page 10

Prepared For:

Prepared By:

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Sutton Ford
21315 Central Avenue
Matteson, Illinois, 60443
Phone: 708-720-8035
Fax: 708-720-4305



Dimensions & Capacities

2011 Ford Fusion

4dr FWD Sedan SE (POH)

Value

Description

Dimensions and Capacities

Output	240 hp @ 6,550 rpm
Torque	223 lb.-ft. @ 4,300 rpm
Drag coefficient	0.33
1st gear ratio	4.150
2nd gear ratio	2.370
3rd gear ratio	1.560
4th gear ratio	1.160
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.390
City/hwy	22 mpg/29 mpg
Curb weight	3,285 lbs.
GVWR	4,473 lbs.
Front legroom	42.3 "
Rear legroom	37.1 "
Front headroom	38.7 "
Rear headroom	37.8 "
Front hiproom	54.0 "
Rear hiproom	53.3 "
Front shoulder room	57.4 "
Rear shoulder room	56.5 "
Passenger area volume	100.3 cu.ft.
Length	190.6 "
Body width	72.2 "
Body height	56.9 "
Wheelbase	107.4 "
Front tread	61.7 "
Rear tread	61.3 "
Turning radius	18.7 '
Fuel tank	17.5 gal.
Interior cargo volume	16.5 cu.ft.
Interior maximum cargo volume	16.5 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

Prepared For:

Prepared By:

Lou Zager
Sutton Ford
21315 Central Avenue
Matteson, Illinois, 60443
Phone: 708-720-8035
Fax: 708-720-4305



Warranty

2011 Ford Fusion

4dr FWD Sedan SE (P0H)

Months/Distance

Description

Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05207149 5/1/2011

2011 Ford Fusion 4dr FWD Sedan SE (P0H)

Engine: 3.0L V6 Flex Fuel

Transmission: 6-Speed Automatic w/SelectShift

Exterior (1 P) Tuxedo Black Metallic

Interior (1 I) Charcoal Black



Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

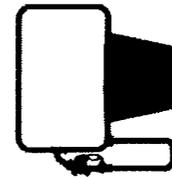
- 2.5L I-4 DOHC w/SMPI 175hp
- 6 speed w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P225/50R17 BSW AS V-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM single CD, MP3 decoder, SIRIUS satellite radio
- Rear child safety locks
- Dual power remote mirrors
- Audio control on steering wheel
- Variable intermittent wipers
- Full wheel covers
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecurILock immobilizer
- Rear window defogger
- Tachometer
- Message center
- Underseat ducts
- Reclining front bucket seats
- 60-40 folding rear bench seat

STANDARD VEHICLE PRICE

\$21,680.00

OPTIONAL EQUIPMENT

- Order Code 201A \$395.00
- Engine: 3.0L V6 Flex Fuel \$2,490.00
- Transmission: 6-Speed Automatic w/SelectShift INC
- Tires: P225/50VR17 AS BSW INC
- Wheels: 17" Design w/Silver Paint & Painted Cover INC
- Cloth Front Bucket Seats INC
- Monotone Paint Application STD
- Radio: AM/FM Stereo w/Single-CD/MP3 INC
- Interior : Charcoal Black N/C
- Primary : Tuxedo Black Metallic N/C



CITY MPG
22

HIGHWAY MPG
29

Accessories and Incentives \$0.00

SUBTOTAL \$24,565.00

Destination \$760.00

TOTAL \$25,325.00

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 – 15
6	Sole Proprietor Signature Page	EDS 16a/b/c
7	Partnership Signature Page	EDS 17/a/b/c
8	Corporation Signature Page	EDS 18a/b/c
9	Cook County Signature Page	EDS 19

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN

Section 1

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

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

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

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

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

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: DAN'S PRINTING & OFFICE SUPPLIES INC
DBA - DAN'S PRINTING & OFFICE SUPPLY INC
Address: 19800 SOUTH CICERO AVENUE

E-mail: _____

Contact Person: CAROLINE VACLAV Phone: 708-687-3058

Dollar Amount Participation: \$ 6000⁰⁰

Percent Amount of Participation: 7.470 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 4DR SEDANS 1 OMP-10-84-2668 R05B10
From: DAN'S PRINTING & OFFICE SUPPLIES INC / DBA / DANIEL'S PRINTING
(MBE/WBE Firm) & OFFICE SUPPLY INC
To: SUTTON FORDEN and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost
1. <u>OFFICE SUPPLIES & PRINTING</u>	\$ <u>6000</u> <u>7.4%</u>
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ <u>6000⁰⁰</u> <u>7.4%</u>	

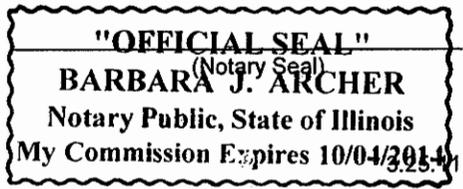
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

Upon Penalty of perjury, I CAROLINE VACLAV (print name)
the President (title) and duly authorized representative
of the DAN'S PRINTING & OFFICE SUPPLIES INC. (MBE/WBE firm) affirm
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplies/performed for the above indicated total dollar amount \$ 6000⁰⁰ which represents the
above indicated total percentage 7.4 % for the contract amount \$ 81,088⁰⁰.

Caroline VACLAV (Signature of affiant) 5, 18, 11 (Date)

Subscribed and sworn to before me this 18 day of May, 2011

Barbara J Archer
(Notary's Signature)



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

Upon penalty of perjury, NATHANIEL K. SUTTON (print name),
the PRESIDENT (title) and duly authorized
representative of SUTTON FORD INC (Bidder/Proposer firm),
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ _____, which represents the
above indicated total percentage _____ % for the contract amount \$ _____.

Nathan K Sutton, President
(Signature of affiant)

05/17/2011
(Date)

Subscribed and sworn to before me this 17 day of MAY, 20 11

Mary A Gocal
(Notary's Signature)





CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

SUTTON FORD, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 441110**

****Description of their products/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: DISTRIBUTOR OF MOTOR VEHICLES

10/31/2011

Issued Date

CH592

Certificate Number

10/31/2012

Expiration Date

Shelva G. Hill Morgan
President, Chicago MSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

2012 JAN 11 1:29

TONI PRECKWINKLE

PRESIDENT

ARLEAN COLLINS
 ROBERT STEELE
 MERRY BUTLER
 WILLIAM M. BEAVERS
 EBORAH SIMS
 DAN PATRICIA MURPHY
 CESUS G. GARCIA
 DWIN REYES

1st Dist.	PETER N. SILVESTRI	9th Dist.
2nd Dist.	BRIDGET GAINER	10th Dist.
3rd Dist.	JOHN P. DALEY	11th Dist.
4th Dist.	JOHN A. FRITCHEY	12th Dist.
5th Dist.	LARRY SUFFREDIN	13th Dist.
6th Dist.	GREGG GOSLIN	14th Dist.
7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
	ELIZABETH ANN DOODY GORMAN	17th Dist.

LAVERNE HALL
DIRECTOR

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

September 27, 2011

Ms. Caroline Vaclav, President
 Dan's Printing & Office Supplies, Inc.
 d/b/a Daniels Printing & Office Supply, Inc.
 14800 South Cicero Avenue
 Oak Forest, IL 60452

Annual Certification Expires: September 27, 2012

Dear Ms. Vaclav:

We are pleased to inform you that **Dan's Printing & Office Supplies, Inc. d/b/a Daniels Printing & Office Supply, Inc.** has been re-certified as a **WBE** by Cook County Government. This **WBE** certification is valid until **September 27, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 27, 2012**.

As a condition of continued certification during this three (3) year period, you must file a "**No Change Affidavit**" within sixty (60) days prior to the date of annual expiration. Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

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

OFFICE SUPPLIES: REGULAR DEALER OF OFFICE FURNITURE & SUPPLIES
PRINTING: OFF-SET PRINTING & GRAPHIC ARTS

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

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

Sincerely,

Laverne Hall
 Director
 LH/ehw



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

3.6 % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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

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

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

There are no direct subcontracting options related to this contract

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

D. OTHER RELEVANT INFORMATION

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

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<u>NONE</u>	

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: X No: _____

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

Sutton Ford Inc. / Fleet Sales
21315 Central Ave.
Matteson, IL 60443

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: X No: _____

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

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

Applicant has no "Substantial Owner."
OR
 X
The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name SUTTON FORD INC D/B/A: _____ EIN NO.: 363669281

Street Address: 21315 CONTRAL

City: MATTSON State: IL Zip Code: 60443

Phone No.: 708-720-5000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
<u>NATHANIEL K. SUTTON</u>	<u>10 THORNWOOD, FLOSSMOOR, IL. 60422</u>	<u>100%</u>

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

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>N/A</u>		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
<u>N/A</u>			

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.

NATHANIEL K. SUTTON
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

NSUTTON812@AOL.COM
E-mail address

PRESIDENT
Title

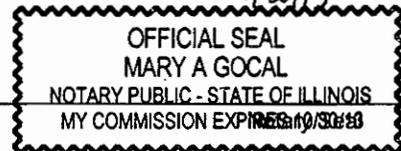
05-17-2011
Date

708-720-8050
Phone Number

Subscribed to and sworn before me this 17 day of 05, 2011.

x [Signature]
Notary Public Signature

My commission expires: 10/30/13



3.25.11



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: N. SUTTON Title: PROSIDONT
Business Entity Name: SUTTON FORO INC Phone: 708-720-8000
Business Entity Address: 21315 CENTRAL, MATTESON, IL-60443

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

Owner/Employee Name:	Related to:	Relationship:
1. <u>N. SUTTON</u>	<u>MALLOREY SUTTON *</u>	<u>SPOUSE *</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

* NON-PAID SCHOOL BOARD - FLOSS MOOR

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

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

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

[Signature]
Owner/Employee's Signature N. SUTTON/PROSIDONT Date 05-17-2011

Subscribe and sworn before me this 17 Day of MAY, 2011

a Notary Public in and for Will County

[Signature]
(Signature)

NOTARY PUBLIC My Commission expires 10/30/13



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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: SUTTON FORD INC

BUSINESS ADDRESS: 21315 CENTRAL
MATTISON, IL - 60443

BUSINESS TELEPHONE: 708-720-8000 FAX NUMBER: 708-720-4305

CONTACT PERSON: LOU ZAGOR - 708-720-8035

FEIN: 363669281 *IL CORPORATE FILE NUMBER: F5569-073-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: NATHANIEL K. SUTTON VICE PRESIDENT: —

SECRETARY: SUE SCHAFFROTH TREASURER: SUE SCHAFFROTH

**SIGNATURE OF PRESIDENT: *Nathaniel K. Sutton*

ATTEST: *Sue Schaffroth* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

17 day of MAY, 2011.

X *Mary A Gocal*
Notary Public Signature



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

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Overmire
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Coos
COOK COUNTY PURCHASING AGENT

Tahel Reinhold
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 3 DAY OF February, 2012

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

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

emp-10-84-2668 REBID

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 81,088.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 71700007.560611.8300

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY