



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
729202

DATE
5/23/2012
F.O.B. POINT

PURCHASE ORDER NO.
181522 - 000- OP
REQUISITION NO.

JWC Environmental
4485 Commerce Dr
Buford GA 30518

00103009 07

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Facilities Management
Criminal Justice Administration Bldg
2650 S. California Avenue
CHICAGO IL 60608-5145

DELIVERY INSTRUCTIONS

Joe Merkel

773-674-3117

DEPT NO

71700200

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Repair,muffin monsters Model 30004-0012 cutter cartridge exchange 7 tooth cam cutters 1:1 stack 6620 stl buna N elastomer seal assemblies cork and rubber gaskets painted epoxy green replaces grinder sn:g003054-1-1	1.00 EA	7,524.0000	7,524.00	71700200.560411.8300
2.00	Repair,muffin monsters Model 30004-0012 cutter cartridge exchange 7 tooth cam cutters 1:1 stack 6620 stl buna N elastomer seal assemblies cork and rubber gaskets painted epoxy green replaces grinder sn:Goo2967-2-1	1.00 EA	7,524.0000	7,524.00	71700200.560411.8300
3.00	Freight prpaid & add	2.00 EA	280.0000	560.00	71700200.560411.8300
***** Total Order *****				15,608.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Maria de la Cruz
Date: 6/22/12 BR

Authorized Signature: _____

Date: _____

6/22/12 BR

Purchase Requisition

Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number

181532

8/BK new

Requisition # 07 103009 Contract #

Open Date

Ship To: 8000409 Facilities Management
Criminal Justice Administrato
2650 S. California Avenue
CHICAGO IL 60608-5145

Delivery Instructions:
Joe Merkel
773-674-3117

Supplier: 729202 JWC Environmental
4485 Commerce Dr
Buford GA 30518

Buyer Number 724151 Supervisor 50
Bid/Sole Src Code SSV
Business Unit 71700200
Internal Req Number 22000323
Board Apr Date & Item
Requisition Date 4/22/2012
Date Needed

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line #	Commodity	Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1,000	961	Repair, muffin monsters	<	>	LO	15,608.0000	15,608.00	71700200.560411.8300
		Repair, Muffin monsters						
		As per attached quotes from JWC Environmental						
		Req#22000323						
Total of Items Ordered							15,608.00	

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the total amount of the account and activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT # 81:8 NY 9- NY 7107
ADDITIONAL USE ONLY

511331008

ACCT # _____
DATE _____ BY _____
JWC ENVIRONMENTAL
4/22/2012

REQUISITIONER
Bure
4/14/2012

BUREAU or DEPARTMENT HEAD

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	BRIDGET GAINER	10th Dist.
ROBERT STEELE	2nd Dist.	JOHN P. DALEY	11th Dist.
JERRY BUTLER	3rd Dist.	JOHN A. FRITCHEY	12th Dist.
WILLIAM M. BEAVERS	4th Dist.	LAWRENCE SUFFREDIN	13th Dist.
DEBORAH SIMS	5th Dist.	GREGG GOSLIN	14th Dist.
JOAN P. MURPHY	6th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
JESUS G. GARCIA	7th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
EDWIN REYES	8th Dist.	ELIZABETH ANN DOODY GORMAN	17th Dist.
PETER N. SILVESTRI	9th Dist.		



DEPARTMENT OF
FACILITIES MANAGEMENT

JIM D'AMICO - DIRECTOR
DEPARTMENT OF FACILITIES MANAGEMENT
George W. Dunne Cook County Office Building
69 W. Washington, Suite 3015
Chicago, Illinois 60602-4053
TEL: 312-603-0340
FAX: 312-603-9990

April 2, 2012

Maria de Lourdes Coss, MPA, CPPO
Chief Procurement Officer
Room 1018
Cook County Building

Dear Mrs. Coss:

Please allow this letter to serve as justification for Emergency Requisition #22000323, System #103009, for JWC Environmental, Buford, GA., for the repair of the muffin monsters.

Reason: The teeth on the cartridges of the muffin monsters are damaged due to metal debris and garbage present in the sanitary sewer system at the Div. 2 of the Criminal Court Complex. If this is not repaired raw sewage will enter the building.

The vendor was chosen because they provided the lowest bid of the three bids received.

Fiscal Impact: \$15,608.00

Account: 71700200.560411.8300

Sincerely,

A handwritten signature in black ink, appearing to read "Belinda Henderson".

Belinda Henderson
Business Manager
Facilities Management

BH: tmh
Attachment



JWC
Environmental®



Southeast Service Center
4488 Commerce Dr. Suite 109
Buford, GA 30518-3473
Tel: (770) 271-2106
(800) 331-8783
Fax: (770) 925-9406

To: Facilities Management
Criminal Justice Bldg.
2650 S. California Ave.
Chicago, IL 60608

Date: March 29, 2012

From: Glenn Gordon

Subject: Sole Source for Muffin Monster

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and Peterson & Matz is the exclusive source for sales and service parts for this equipment in the State of Illinois.

Please feel free to contact me if we can provide any additional information.

Sincerely,

Glenn Gordon
Product Support Technician
Eastern Regional Service Center



JWC Environmental, LLC
 Eastern Service Center
 4485 Commerce Drive
 Suite 109 Buford GA 30618
 Phone: 770-271-2106
 800-331-8783
 Fax: 770-925-9408

Customer: Cook County Jail

Quote Date: 3/28/2012
 Terms: Net 30 Days
 Pricing: Valid 60 Days
 Freight Terms: FOB Buford GA

Contact Name: Helen Pelc
 Phone:
 Fax:
 E-mail:

Item #	Description	Qty	Unit Price	Extended Price	Delivery
1	Model 30004-0012 Cutter Cartridge Exchange 7 Tooth Carb Cutters 1:1 Black 8620 STL Buna N Elastomer Seal Assemblies Cork and Rubber Gaskets Painted Epoxy Green Replaces Grinder SN: 0003054-1-1	1	\$7,524.00	\$7,524.00	4 to 6 Weeks ARO
	Freight is Prepaid & Added to Invoice	1	\$280.00	\$280.00	
	The serial number of the unit being exchanged should be included on the purchase order to verify the equipment configuration.				
<i>The core return is required in order to continue using the exchange program</i>				Total	\$7,804.00

Notes:

1. Exchange Program: To minimize machine down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your unit that requires reconditioning.
2. Once the exchange cutter cartridge is received, the original cartridge must be returned to JWC Environmental within 30 days.
3. The exchange grinder will be refurbished to JWCE's current standards and will include the standard one year warranty.
4. You must return the old unit to JWCE within 30 days to activate the warranty on the reconditioned cutter cartridge
5. The price quoted does not include Motor, Reducer, Extended Shaft, Flanges, Unibody Controller, Tax (if applicable), Removal or Installation of Equipment.

By: JWC Environmental, LLC
 Adam Barlow
 Phone: 800-331-8783
 Fax: 770-925-9408
 Email: adamb@jwce.com



#103069
2200323

JWC Environmental, LLC
 Eastern Service Center
 4485 Commerce Drive
 Suite 109 Buford GA 30518
 Phone: 770-271-2106
 800-331-8783
 Fax: 770-925-9406

Customer: Cook County Jail

Quote Date: 3/6/2012
 Terms: Net 30 Days
 Pricing: Valid 60 Days
 Freight Terms: FOB Buford GA

Contact Name: Helen Palc
 Phone: 847/844-4405
 Fax:
 E-mail:

Item #	Description	Qty	Unit Price	Extended Price	Delivery
1	Model 30004-0012 Cutter Cartridge Exchange 7 Tooth Cam Cutters 1:1 Stack 8620 STL Buna N Elastomer Seal Assemblies Cork and Rubber Gaskets Painted Epoxy Green Replaces Grinder SN: G002967-2-1	1	\$7,524.00	\$7,524.00	4 to 6 Weeks ARO
	Freight is Prepaid & Added to Invoice	1	\$280.00	\$280.00	
	The serial number of the unit being exchanged should be included on the purchase order to verify the equipment configuration.				
<i>The core return is required in order to continue using the exchange program.</i>				Total	\$7,804.00

Notes:

1. Exchange Program: To minimize machine down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your unit that requires reconditioning.
2. Once the exchange cutter cartridge is received, the original cartridge must be returned to JWC Environmental within 30 days.
3. The exchange grinder will be refurbished to JWCE's current standards and will include the standard one year warranty.
4. You must Return the old unit to JWCE within 30 days to activate the warranty on the reconditioned cutter cartridge
5. The price quoted does not include Motor, Reducer, Extended Shaft, Flanges, Unibody Controller, Tax (if applicable), Removal or Installation of Equipment.

By: JWC Environmental, LLC
 Adam Barlow
 Phone: 800-331-8783
 Fax: 770-925-9406
 Email: adamb@lwce.com

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	BRIDGET GAINER	10th Dist.
ROBERT STEELE	2nd Dist.	JOHN P. DALEY	11th Dist.
JERRY BUTLER	3rd Dist.	JOHN A. FRITCHEY	12th Dist.
WILLIAM M. BEAVERS	4th Dist.	LAWRENCE SUFFREDIN	13th Dist.
DEBORAH SIMS	5th Dist.	GREGG GOSLIN	14th Dist.
JOAN P. MURPHY	6th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
JESUS G. GARCIA	7th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
EDWIN REYES	8th Dist.	ELIZABETH ANN DOODY GORMAN	17th Dist.
PETER N. SILVESTRI	9th Dist.		



DEPARTMENT OF
FACILITIES MANAGEMENT

JIM D'AMICO - DIRECTOR
DEPARTMENT OF FACILITIES MANAGEMENT
George W. Dunne Cook County Office Building
69 W. Washington, Suite 3015
Chicago, Illinois 60602-4053
TEL: 312-603-0340
FAX: 312-603-9990

April 26, 2012

Ms. Maria de Lourdes Coss, MPA, CPPO
Purchasing Agent
Room 1018
Cook County Building

Dear Ms. Maria de Lourdes Coss,

Please accept this letter as justification for the "Sole Source" nature of Requisition #22000323, system #103009 with JWC Environmental, Buford, GA. This product is manufactured and sold only by JWC Environmental who offers an exchange credit for the replaced part, please see the attached letter.

Reason: This Muffin Monster Cartridge acts as a cutter of raw sewage for the sewerage system at the Criminal Court Complex, Division XI. This product has been approved by the Department of Justice and must be used to facilitate compliance with the federal mandate for sanitary conditions at the Department of Corrections.

Your assistance in processing this request is appreciated.

Sincerely,

Belinda Henderson (KWB) 4/26/12

Belinda Henderson
Business Manager
Facilities Management

BH: kwb
Attachments



**Cook County
Office of the Chief Procurement Officer**

Sole Source
Emergency Purchase Justification

General Information	Date: 3-29-12
Unit/Department: <i>FACILITIES MANAGEMENT</i>	Phone No. 773-674-3117
Contact Name:	email <i>Joseph.Merkel@CookCounty.il.gov</i>

Vendors Solicited	Requisition No.
1. <i>JWC ENVIRONMENTAL</i>	Purchase Order No.
2.	Contract No.
3.	

Description. Please provide a description of the situation that is causing the emergency purchase.

DIVISION 11 UTILIZES 5 MUFFIN MONSTERS TO CHOP UP DEBRIS IN THE SANITARY SYSTEM BEFORE IT ENTERS A LIFT STATION PIT. FROM THIS LIFT STATION, THE SANITARY WASTE IS PUMPED TO THE CITY SEWER. IF DEBRIS IS ALLOWED THRU THE LIFT STATION, THE PUMPS THERE WOULD EXPERIENCE MAJOR PROBLEMS AND BE DOWN (NON-OPERATIONAL) DUE TO DEBRIS JAMMING UP PUMPS. THESE MUFFIN MONSTERS ARE NEEDED TO BE IN WORKING ORDER & PROPERLY CHOPPING DEBRIS IN ORDER FOR LIFT STATION TO CORRECTLY OPERATE. IF THE LIFT STATION GOES DOWN, THEN THE WHOLE DIVISION 11 BUILDING GOES DOWN & BRINGS TO BACK UP THE SANITARY SYSTEM INTO THE BUILDING. WE NEED TO HAVE BACK-UP CUTTER CARTRIDGES TO IMMEDIATELY CHANGE OUT WHEN THEY ARE NOT FUNCTIONING PROPERLY. THESE MUST BE ON HAND AT THE JAIL FACILITY.

Type. Please select one of the options and explain below.

Threat to Health
 Damage to County Property
 Other, please explain
 Threat to Safety
 Serious Operational Disruption

Explanation: How will the County be damaged/affected by the situation? What are the possible consequences of not acting on the purchase quickly? *IF WE DON'T IMMEDIATELY REBUILD THE CUTTER CARTRIDGES AND HAVE THEM ON HAND AT JAIL FACILITY, WHEN A MUFFIN MONSTER GOES DOWN, WE WILL BEGIN TO FLOOD THE BUILDING CAUSING HEALTH CONCERNS FOR OCCUPIERS OF BUILDING, AND DEBRIS THAT ENTERS LIFT STATION WILL CAUSE DAMAGE TO PUMPS AND CAUSE THE ENTIRE BUILDING TO BACK UP & NOT FUNCTION. THIS IS A VERY SERIOUS ISSUE! TYPICALLY WE HAVE 1-TO BE SHIPPED OUT & REBUILT & 1-ON HAND AT JAIL. IN THE PAST MONTH, WE HAD TO REPLACE 2 CUTTER CARTRIDGES AND NOW HAVE NONE ON HAND IN CASE OF EMERGENCY.*

Other: Is there a contract that can prevent this type of emergency purchase in the future?
Please explain.

Department Recommendation	
Requestor: <i>JOE MERKEL</i>	Date: 3-29-12
Department Head: <i>Chris [Signature]</i>	Date:

Chief Procurement Officer's Approval	
Signature: <i>[Signature]</i>	Date: <i>6/22/12</i>

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS
ROBERT STERLIG
JERRY BUTLER
WILLIAM BEAVERS
DEBORAH SING
JOHN P. MURPHY
JESUS G. GARCIA
EDDIE REYES
PETER N. SILVESTRI

1st Dist.
2nd Dist.
3rd Dist.
4th Dist.
5th Dist.
6th Dist.
7th Dist.
8th Dist.
9th Dist.

DOROTHY GANER
JOHN P. DALEY
JOHN A. FRITCHEY
LAWRENCE SUTTFORD
GREGG GOSLIN
TIMOTHY D. SCHNEIDER
JEFFREY R. TOROLSKI
ELIZABETH ANN DOODY CORWAN

10th Dist.
11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



DEPARTMENT OF
FACILITIES MANAGEMENT

JIM D'AMICO - DIRECTOR
DEPARTMENT OF FACILITIES MANAGEMENT
George W. Dunne Cook County Office Building
69 W. Washington, Suite 3015
Chicago, Illinois 60602-4053
TEL: 312-603-0340
FAX: 312-603-8990

~~Request~~ **Purchase Request**

Date 3-29-12 Req. # 22006323 SPR ~~1200~~ 103009

Requester JOE MERKEL Ph. # 773-674-3117 Fax # 773-674-5445

Location DIVISION 11 - MUFFIN MONSTERS

Material/Service TO PICK-UP 2) Cutter CARTRIDGES & SHIP TO FACTORY

IN GEORGIA TO REBUILD 2) - Cutter Cartridge + Supply new Gasket Rubber

Gaskets for 7 tooth Cam Cutters, 1:1 Stack #620 STL. Supply Buna N ELASTOMER SEAL Assembly
+ PAINT EPOXY GREEN. SHIP + Deliver BACK TO JAIL Facility when complete.

Is purchase \$1000 or more per item Yes No

Reason material/service: The teeth on Cutter Cartridges are damaged due to

metal debris + GARBAGE Present in the Sanitary Sewer System. NEED TO REBUILD CARTRIDGES

TO HAVE ON HAND AT JAIL Facility to replace other Cutter Cartridges when they go Down.

Lead time: _____ Estimated Completion/Delivery: _____

- 1. Vendor JWC Environmental Amount \$15,608.
- 2. Vendor _____ Amount _____
- 3. Vendor _____ Amount _____

Authorized by:  Date: _____



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by
Firm, Entity, or Vessel : JWC ENVIRONMENTAL
 As of 30-May-2012 9:44 AM EDT
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



www.state.il.us/agency/oig

Pat Quinn, Governor

Sanction Links

- [Search](#)
- [New Additions](#)
- [Browse By Name](#)
- [Download](#)
- [Disclaimer](#)
- [Subscribe to Mailing List](#)

Provider Sanctions 

No records found that begin with JWC ENVIRONMENTAL on Wednesday, May 30, 2012

We advise that you do not take any action on a provider until you have verified their status with the IDPA/OIG. Inquiries should be directed to the [OIG Webmaster](#)

- [Agency Links](#)
- [Provider Sanctions](#)
- [Annual Reports](#)
- [Report Fraud](#)
- [Mission](#)
- [OIG Publications and Research](#)
- [Links](#)
- [Home](#)

- State Links**
- [Government](#)
- [Business](#)
- [Employment](#)
- [Education](#)
- [Health & Safety](#)
- [Family & Home](#)
- [Travel & Recreation](#)
- [About Illinois](#)
- [Illinois.gov](#)
- [Search Illinois](#)

Go
[\[Search Tips\]](#)



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 23 day of May, 2012
Date Month Year
 by
 (1) Jeremy Smith
Name of Signer



proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (.)
 (and
 (2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)
 Signature Cheryl Desjardins
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here

ETHICS VERIFICATION

CONTRACT #	USING AGENCY	RECOMMENDED VENDOR	RECOMMENDED \$ AMOUNT	ETHICS RESPONSE	DATE SENT TO ETHICS	COMMENTS	DATE RESPONSE REC'D
11-45-78 rebid	SHERIFF-DEPARTMENT OF CORRECTION	RUSSO ACE HARDWARE	\$20,100.00	Compliance	5/30/2012		
	FACILITIES MANAGEMENT	JWC ENVIRONMENTAL	\$15,608.00	Compliance	5/30/2012		

Cook County 2011 Federal Clauses

1.1 Interest of Members of or Delegates to the United States Congress

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

1.2 False or Fraudulent Statements and Claims

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

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

1.3 Federal Interest in Patents

(1) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(2) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

(1) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

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

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

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

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

1.6 Environmental Requirements

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

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

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

1.7 No Exclusionary or Discriminatory Specifications

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

1.8 Cargo Preference-Use of United States Flag Vessels

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

1.9 Fly America

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

1.10 No Federal Government Obligations to Third Parties

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

1.11 Allowable Costs

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

less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Contractor's receipt of such notice, Contractor will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Contractor will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Contractor's default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

1.14 Contract Work Hours and Safety Standards Act

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

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

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

1.16 Copyright Ownership

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

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

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and

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

1.18 Visual Rights Act Waiver

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

1.19. Equal Employment Opportunity

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

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

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

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

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

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

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

1.23. Rights to Inventions Made Under a Contract or Agreement

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

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

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

the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

1.26. Debarment and Suspension (E.O.s 12549 and 12689)

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