Bidder: RAE Products &Chemicals Corp. **Bidder's E-Mail Address:** donna@raeproducts.net

COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

CONTRACT FOR SUPPLIES
NON-FEDERALLY FUNDED CONTRACT

Contract No. 2629-01231R
Purchase Order No. 70000416032

PAINT SUPPLIES FOR THE DEPARTMENT OF FACILITIES MANAGEMENT

QUESTIONS:
Any questions regarding this Bid should be submitted via Bonfire.
Questions submission deadline: April 15, 2026, at 12:00 PM Local Time - Chicago

BIDS DUE DATE: May 6, 2026, at 10:00 AM Local Time - Chicago

BIDS MUST BE UPLOADED TO:
https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities

LATE BIDS WILL NOT BE CONSIDERED

BUYER CONTACT INFORMATION:
Buyer: ASHLE' BLAND
E-Mail: ASHLE.BLAND2@COOKCOUNTYIL.GOV

Toni Preckwinkle
Cook County Board President

Raffi Sarrafian
Chief Procurement Officer

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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

A. **BIDDER** shall mean any Person who submits a Bid.

B. **BID COVER PAGE** shall mean the general description of the required services, goods, equipment, or supplies, the contact information of the assigned Contract Negotiator or Specification Engineer in the Office of the Chief Procurement Officer, and shall include the date and time for the submission of Bid Proposals.

C. **BID or BID PROPOSAL** shall mean a response to the Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.

D. **BID DOCUMENTS** means the documents, specifications, forms and other information necessary and required for a Bid.

E. **BID NOTICE** means the notice from the CPO regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and process for the submission of Bids.

F. **CONTRACT** shall mean any written document to make Procurements by or on behalf of Cook County.

G. **CONTRACT DOCUMENTS** shall mean collectively the Bid Cover Page, legal advertisement, Bid Notice, Bid Documents, Bid, Economic Disclosure Statement, MBE/WBE Utilization Plan and any other document required by the Chief Procurement Officer. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

H. **CONTRACTOR** shall mean the Person that enters into a Contract with the County.

I. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.

J. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

K. **CHIEF PROCUREMENT OFFICER or CPO** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Cook County Procurement Code, Chapter 34, Article IV, Division I.

L. **OCPO** shall mean the Office of the Chief Procurement Officer of Cook County.

M. **PERSON** shall mean any individual, corporation, partnership, Joint Venture, trust association, Limited Liability Company, sole proprietorship or legal entity.

N. **PROCUREMENT** shall mean obtaining supplies, equipment, goods or services of any kind.

O. **SPECIFICATIONS** shall mean the description of the services, work, goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

P. **USING AGENCY** shall mean the departments or agencies within Cook County government including elected officials.

IB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT

A. The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and one (1) Economic Disclosure Statement and Execution Documents ("EDS"), all with original signatures. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal. Bid Proposals and EDS which are not properly signed may be rejected.

B. If the Bidder is a corporation, the President and Secretary must execute the EDS. In the event that this Bid Proposal is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws, resolution or other authorization by the Corporation, satisfactory to the County that permits the person to execute Bid Proposal for said corporation. If the corporation is not incorporated in the State of

Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with the EDS.

C. If the Bidder is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority, satisfactory to the County, must be submitted. If the Bidder is a joint venture, attach a copy of the joint venture agreement.

D. If the Bidder is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Bidder is a manager-managed LLC, the manager(s) must execute the Bid Proposal. The Bidder must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with the EDS.

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

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

IB-03 SITE INSPECTION CERTIFICATE

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

When required as mandatory in the Contract Documents, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by the County. If the Contract Documents provide that inspection of the site is mandatory, a Bidder’s failure to attend all of the required site inspections shall render the Bid Proposal non-responsive.

IB-04 BID DEPOSIT

When required in the Contract Documents, the Bid Proposal shall be accompanied by, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best Company Inc., Moody’s Investor Services, Standard & Poor’s Corporation or similar rating agency. The surety must be licensed by the State of Illinois Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used. Failure to submit the bid deposit shall constitute a non-responsive Bid Proposal and such Bid Proposal shall be rejected.

IB-04 BID DEPOSIT (con’t.)

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-15 and IB-17, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

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

IB-05 EXCEPTIONS AND ADDENDUM

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or

exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the provided Addenda Acknowledgement Form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the bidding period has closed.

All written requests for clarifications, deviations or exceptions shall be submitted via Bonfire and addressed to the Buyer listed on the Bid Cover Page.

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

IB-06 BIDDER REPRESENTATIONS AND WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

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

IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS

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

IB-09 COMPETENCY OF BIDDER

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

IB-10 LOCAL BUSINESS PREFERENCE

The Chief Procurement Officer shall, for all Procurements funded solely with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the Bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).
"Local business" shall mean a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of $100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor

Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

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

IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs

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

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

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

IB-15 PUBLIC WORKS

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

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

IB-16 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Bid and/or to withdraw or cancel the Bid or to issue a new Bid, i.e., "rebid" prior to award of the Contract.

No physical public bid opening shall be held. A preliminary record of all bids received will be posted to the OCPO website and shall be made available immediately after the bids are opened.

After the bidding period has closed, the Bid Proposals will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Women Owned Business Ordinance.
The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line items reveals a calculation error, the Unit Price will prevail.

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

IB-17 WITHDRAWAL OF BID PROPOSALS

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

IB-18 NOTICE OF AWARD

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

IB-19 BID DISPUTES

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

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

IB-20 PERFORMANCE AND PAYMENT BOND

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

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

IB-21 PRICES FIRM

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

IB-22 CASH BILLING DISCOUNTS

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

IB-23 CATALOGS

Each Bidder shall submit, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the goods, equipment, supplies or services.

IB-24 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-25 TRADE NAMES

In cases where an item is identified by a manufacturer's name, brand name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an alternate but equivalent item, unless the Bidder has proposed and the County has accepted the alternate but equivalent item.

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

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

IB-26 SAMPLES

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

IB-27 NOTICES

All communications and notices between the County and Bidders regarding the Bid Documents shall be in writing, sent to the contact person listed on the cover of this bid solicitation via e-mail. Notices to the Bidders shall be addressed to the name and email address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to the Chief Procurement Officer and the contact person listed on the cover of this bid solicitation.

IB-28 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This is a competitive Bid of Cook County government subject to laws and ordinances governing public bids and contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance with any laws, ordinances, regulations or codes, it shall promptly notify the Chief Procurement Officer in writing and if necessary an addendum shall be issued by the Chief Procurement Officer.

IB-29 COOPERATION WITH INSPECTOR GENERAL

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

IB- 30 CREDIT CARD PAYMENTS

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

IB-31 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE

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

IB-32 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

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

IB-33 ESTIMATED QUANTITIES

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

IB-34 COALITION OF UNIONIZED PUBLIC EMPLOYEES

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

END OF SECTION

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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

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

GC-02 INDEMNIFICATION

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

GC-03 INSPECTION AND RESPONSIBILITY

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

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

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

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

GENERAL CONDITIONS

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

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

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

GC-05 PREPAID FEES

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

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

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

GENERAL CONDITIONS

GC-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond $200,000, then Board approval will be required.

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

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

GC-11 DEFAULT

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

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

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

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

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.
Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation

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

Insurance Requirements of the Contractor

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.
Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.
Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

1. **Coverages**

(a) **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:
(1) $1,00,000 each Accident
(2) $1,000,000 each Employee
(3) $1,000,000 Policy Limit for Disease

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

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

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

(c) **Automobile Liability Insurance**
When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

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

(d) **Umbrella/Excess Liability Insurance**
In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than $1,000,000 each occurrence for all liability.

2. Additional requirements

(a) **Additional Insured**
Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

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

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 69 W Washington St., Floor 30, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-17 COMPLIANCE WITH LAWS

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

GENERAL CONDITIONS

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-18 DELIVERY

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

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

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

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

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

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

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any

combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the

4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Illinois Lobbyist Registration Act, 25 ILCS 170. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

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

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

GC-23 USE OF PREMISES

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

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

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

Chief Procurement Officer
County of Cook
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents

and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

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

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GC-29 QUANTITIES

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

GC-30 AUDIT; EXAMINATION OF RECORDS

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

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books,

documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

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

GC-31 GOVERNING LAW

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

GC-32 COOPERATION WITH INSPECTOR GENERAL

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

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.
In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

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

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.
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.

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

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

2. False or Fraudulent Statements and Claims

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

GC-38 FEDERAL CLAUSES (con't.)

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

3. Federal Interest in Patents

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

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications,

standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

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

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

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

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

GC-38 FEDERAL CLAUSES (con't.)

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

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

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

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

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.

GC-38 FEDERAL CLAUSES (con't.)

6. Environmental Requirements

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

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

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

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to

State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

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

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

GC-38 FEDERAL CLAUSES (con't.)

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

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.

GENERAL CONDITIONS

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

GC-38 FEDERAL CLAUSES (con't.)

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

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

GC-38 FEDERAL CLAUSES (con't.)

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

14. Veteran's Preference

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

15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS

25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

GC-38 FEDERAL CLAUSES (con't.)

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

GC-38 FEDERAL CLAUSES (con't.)

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

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 (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The

Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

GC-38 FEDERAL CLAUSES (con't.)

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. 3141-3148) 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.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

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

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

Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

GC-39 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall provide Paint Supplies for Cook County Department of Facilities Management, all in accordance with the contract documents specifications and proposal herein.

SC-02 CONTRACT PERIOD

This contract is effective from September 1, 2026 through August 31, 2029 with two, one year renewal options 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. The County reserves the right to award this contract in its entirety or in part. All submitted pricing will be evaluated to ensure it is fair, reasonable, and competitive for all items.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

There is a 0% MBE and 10% WBE requirement for this contract. However, if your firm is certified as an MBE/WBE, please complete the M/WBE Utilization Plan Forms 1 through 3.

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

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

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

SC-05 INQUIRES

Any written request for interpretation of documents shall be submitted via
https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions and Addendum", Page IB-3).

Inquiries must be received no later than 12:00 p.m. Local Time - Chicago on April 15, 2026.

Inquiries may be answered by the close of business on April 22, 2026.

During the bid period, all inquiries must be submitted via the link provided above.

SC-06 CONTRACT ESCALATION

All prices offered herein shall be firm against an increase for the first year of the initial term of the contract. Prior to the anniversary date of the contract, including any renewal option(s), the Vendor may request a rate increase accompanied with supporting documentation that substantiates the reason for the increase and subject to acceptable performance by the Vendor. The Vendor must certify that the increase in no way represents an increase for its profits, labor or other overhead. Rate increases, as approved by the Chief Procurement Officer must be accompanied with supporting documentation. The Vendor shall provide additional information as requested by the Chief Procurement Officer. If the rate increase is approved by the Chief Procurement Officer, a contract amendment must be signed by the Vendor and Cook County to reflect the new pricing and the effective date of the change.

SC-07 DELIVERY LOCATIONS AND INSTRUCTIONS

SPECIAL CONDITIONS

The Contractor shall make **inside delivery** within **10 business days** of an order to the addresses below. Cook County reserves the right to include additional locations via a fully-executed amendment. Delivery shall be F.O.B. Destination. Time of delivery shall be between the hours of 8:00 a.m. and 1:30 p.m., Monday through Friday, except the following holidays: New Year's Day. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Casmir Pulaski Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The Purchase Order Number must appear on the receipt when goods are delivered. Vendor must contact Mike Roberts, Specifications Engineer III, via e-mail at Michael.roberts@cookcountyil.gov at least 48 hours prior to deliveries.

Facility Name	Address	City, State, Zip
Domestic Violence Building	555 W. Harrison Street	Chicago, IL 60602
2nd District Skokie Courthouse	5600 Old Orchard Road	Skokie, IL 60076
3rd District Rolling Meadows Courthouse	2121 Euclid Avenue	Rolling Meadows, IL 60008
4th District Maywood Courthouse	1500 S. Maybrook Drive	Maywood, IL 60153
5th District Bridgeview Courthouse	10220 S. 76th Avenue	Bridgeview, IL 60453
6th District Markham Courthouse	16501 S. Kedzie Parkway	Markham, IL 60426
Cook County Building	118 N. Clark Street	Chicago, IL 60602
Juvenile Temporary Detention Center	2245 W. Ogden	Chicago, IL 60612
Forensic Institute	2121 Harrison Street	Chicago, IL 60647
Cook County Rockwell Warehouse	2323 S. Rockwell Avenue	Chicago, IL 60608
Cook County Powerhouse	3045 S. Sacramento Avenue	Chicago, IL 60623
Criminal Courts / DOC Complex	2650 S. California Avenue	Chicago, IL 60623
Hawthorne Warehouse	4545 W. Cermak Road	Chicago, IL 60623
Highway District #1	2325 Meacham Road	Schaumburg, IL 60195
Highway District #2	2101 Ballard Road	Des Plaines, IL 60016
Sheriff's Office	901 W. 26th Street	La Grange, IL 60526

SPECIAL CONDITIONS

Facility Name	Address	City, State, Zip
Highway District #4	8900 W. 135th Street	Orland Park, IL 60462
Highway District #5	13600 S. Ashland Avenue	Riverdale, IL 60827
Oak Forest Campus	15900 S. Cicero Avenue	Oak Forest, IL 60452
Cicero Warehouse	1330 S. 54th Avenue	Cicero, IL 60804

SC-08 WARRANTY AND COMPLIANCE

All paint and supplies must be provided in original, sealed packaging and be free of defects. The Vendor agrees to replace any product that fails to perform according to the manufacturer's specifications or is found to be defective (e.g., improper consistency, color mismatch, or poor adhesion) within one year of purchase at no cost to the County. All products provided under this contract must comply with all applicable Federal, State, and Local regulations, including but not limited to:

- **EPA VOC limits** for architectural coatings.
- **OSHA 1926.152** for the storage and handling of flammable liquids.
- **Green Seal (GS-11)** or equivalent environmental standards for indoor air quality.

The Vendor shall provide **Safety Data Sheets (SDS)** for every product at the time of delivery.

SC-09 INVOICING/CONTACT PERSON

The Contractor shall submit invoices within five (5) business days of following service to the individual listed below. Reference the approved Release Purchase Order on all invoices. **No orders shall be fulfilled without an approved cook County Release Purchase Order**. **Payment terms are net 60 days.**

Contract Person: Michael Roberts, Specifications Engineer
Department of Facilities Management
Email: michael.roberts@cookcountyil.gov

After the contract has been fully-executed, the vendor shall contact the using agency's contact person with any concerns regarding the supplies required herein.

SC-10 BIDDER ACKNOWLEDGEMENT

By submitting their bid, the Bidder acknowledges that it has carefully examined all pages and documents contained within this solicitation, and that they have familiarized themselves with all terms and conditions therein. Further, the Bidder understands that by submitting their bid they waive all rights to plead any misunderstanding regarding said terms and conditions.

The Bidder also acknowledges all fees and charges necessary to provide the goods and/or services, including but not limited to shipping and delivery must be included in the Unit Price. Items will be ordered in various quantities on an "As Needed" basis.

Bidder further acknowledges they are to provide specific line-item pricing and extended pricing for this solicitation in the bid table located in Bonfire.

SC-11 NOTIFICATION

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

SPECIFICATIONS

Refer to Bid Table for detailed specifications for paint supplies specified in each group.

SITE INSPECTION CERTIFICATE
(Not Applicable)

EXHIBIT I

Instructions for Submitting an Electronic Bid

INSTRUCTIONS FOR SUBMITTING AN ELECTRONIC BID/PROPOSAL/QUALIFICATION

For electronic submissions, firms shall use the following link to submit Bids/Proposals/Qualifications electronically:

https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities

Follow the steps listed in the below article to access the opportunity and submit your bid/proposal.

https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors-

There is also a video on Vendor Registration & Submission at this link:

https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-

If you have questions or technical issues accessing or submitting your bid/proposal, please reach out to Bonfire at:

support@gobonfire.com

1 (800) 354 8010 Extension #2

Exhibit II

Identification of Subcontractors/Supplier/Subconsultant Form

OCPO ONLY:	
	Disqualification
X	Check Complete

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

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

Bid/RFP/RFQ No.: 2629-01231R	Date: 5/4/2026
Total Bid or Proposal Amount: $615,727.72	Contract Title: Paint Supplies
Contractor: RAE Products & Chemicals Corp.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Marking Specialists
Authorized Contact for Contractor: Donna Gruenberg	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Alfredo Zavala
Email Address (Contractor): donna@raeproducts.net	Email Address (Subcontractor): fred@markingspecialists.net
Company Address (Contractor): 11638 S. Mayfield Ave.	Company Address (Subcontractor): 555 Sundown Road
City, State and Zip (Contractor): Alsip, IL 60803	City, State and Zip (Subcontractor): Elgin, IL 60177
Telephone and Fax (Contractor): 708-396-1984	Telephone and Fax (Subcontractor): 847-462-0695
Estimated Start and Completion Dates (Contractor):	Estimated Start and Completion Dates (Subcontractor):

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Paint Supplies for Facilities Management	25%

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

RAE Products & Chemicals Corp.
Contractor

Donna Gruenberg
Name

President
Title

Donna Gruenberg
Prime Contractor Signature

5/4/2026
Date

Contract #: 2629-01231R

OCPO ONLY:
☐ Disqualification
X ☐ Check Complete

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

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

Bid/RFP/RFQ No.: 2629 01231R	Date: 7/14/2026
Total Bid or Proposal Amount: 615727.72	Contract Title: Paint Supplies
Contractor: RAE Products & Chemicals Corp	Subcontractor/Supplier/ Subconsultant to be added or substitute: RAE Products & Chemicals Corp.
Authorized Contact for Contractor: Donna Gruenberg	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Donna Gruenberg
Email Address (Contractor): donna@raeproducts.net	Email Address (Subcontractor): donna@raeproducts.net
Company Address (Contractor): 11638 S. Mayfield Ave.	Company Address (Subcontractor): 11638 S. Mayfield Ave.
City, State and Zip (Contractor): Alsip, IL 60803	City, State and Zip (Subcontractor): Alsip, IL 60803
Telephone and Fax (Contractor): 708 396 1984 FAX:708 396 2332	Telephone and Fax (Subcontractor): 708 396 1984 FAX: 708 396 2332
Estimated Start and Completion Dates (Contractor):	Estimated Start and Completion Dates (Subcontractor):

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Paint Supplies for Facilities Management	75%

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

RAE Products & Chemicals Corp
Contractor

Donna Gruenberg
Name

President
Title

Donna Gruenberg
Prime Contractor Signature

7/14/2026
Date

EXHIBIT III

Electronic Payables Program Form

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

FOR INFORMATION PURPOSES ONLY

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

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

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

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

There are two options within this initiative:

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

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

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EXHIBIT IV

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

VETERAN'S PREFERENCE FOR VBE AND SDVBE
INSTRUCTIONS

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

DEFINITIONS

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

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

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

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

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

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

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

REQUEST FOR PREFERENCE

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

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

N/A

Bidder (please print or type)	Title
Signature	Date
E-mail address	Phone Number
Subscribed to and sworn before me this ____ day of _____, 20____.	My commission expires:
X_____ **Notary Public Signature**	_____ **Notary Seal**

EXHIBIT V
SOCIAL ENTERPRISE PREFERENCE FORM

SOCIAL ENTERPRISE PREFERENCE

INSTRUCTIONS

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

DEFINITIONS

County Marketplace means the six-county region, currently the counties of Cook, DuPage, Kane, Lake, McHenry, and Will.
Disadvantaged refers to individuals who are mentally, physically, economically, or educationally disadvantaged, including, but not limited to, individuals who are living below the poverty line, developmentally disabled, mentally ill, substance abusers, recovering substance abusers, elderly and in need of hospice care, gang members, on welfare, or people with arrest or conviction records.
Earned Revenue Strategies means revenue realized by a non-profit private sector entity, or a business unit of a private sector entity excluding government grants, government contracts and philanthropic support.
Social Enterprise means a Person which has its principal place of business and a majority of its regular, full-time work force located within the County Marketplace on the date a bid is submitted, and which is:

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

REQUEST FOR PREFERENCE

☐ Bidder is requesting to receive the Social Enterprise Preference as an Illinois Benefit Corporation. By requesting this preference, the Bidder certifies that is it is an Illinois Benefit Corporation and has included a true and correct copy of its Articles of Incorporation (and any Articles of Amendment thereto) and most recent Benefit Report pursuant to 805 ILCS 40/5.01

☐ Bidder is requesting to receive the Social Enterprise Preference as an Illinois Low Profit Limited Liability Company ("L3C"). By requesting this preference, the Bidder certifies that it is an L3C and has included a true and correct copy of its Articles of Organization (and any Articles of Amendment thereto) and its most recent annual report filed with the Attorney General pursuant to 805 ILCS 180/1-26(d) and 760 ILCS 55/7.

☐ Bidder is requesting to receive the Social Enterprise Preference as an social enterprise that is neither a Benefit Corporation or an L3C, but uses earned revenue strategies, either exclusively as a business or as a significant part of a nonprofit's revenue stream and directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce, of which 51% are disadvantaged, or (3) both. By requesting this preference, the Bidder certifies it meets this definition and has supplied a true and correct copy of: (1) Articles of Incorporation or Organization (and any Articles of Amendment thereto, as applicable); and (2) a sworn statement setting forth how its goods and services directly impact the social needs of people who are disadvantaged and/or that at least 51% of its direct labor in its past fiscal year was provided by persons who are disadvantaged.

N/A

_____ _____
Bidder (please print or type) Title

_____ _____
Signature Date

_____ _____
Email address Phone Number

Subscribed to and sworn before me
This ___ day of _____, 20____. My Commission Expires:_____

_____ **Notary Seal**
Notary Public Signature

EXHIBIT VI

Veteran’s Workplace Preference Public Works Contracts Form

AFFIDAVIT
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS

INSTRUCTIONS

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

DEFINITIONS

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

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

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

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

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.

2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.

3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.

4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.

5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

N/A

Bidder (please print or type)	Title
Signature	Date
E-mail address	Phone Number
Subscribed to and sworn before me this ____ day of _____20 ____.	My commission expires:
X_____ **Notary Public Signature**	**Notary Seal**

EXHIBIT VII

Preference for Businesses Owned by People with Disabilities Form

Preference for Businesses Owned by People with Disabilities Form

INSTRUCTIONS

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

DEFINITIONS

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

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

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

REQUEST FOR PREFERENCE

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

N/A

Bidder (please print or type) | Title

Signature | Date

E-mail address | Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____.

My commission expires:

X_____
Notary Public Signature

Notary Seal

EXHIBIT VIII

Board Approval (If Applicable)

Legislation Details (With Text)

File #:	26-1797	**Version:** 1	**Name:**	RAE Products and Chemical Corporation
Type:	Contract		**Status:**	Approved
File created:	6/12/2026		**In control:**	Board of Commissioners
On agenda:	7/16/2026		**Final action:**	7/16/2026

Title: PROPOSED CONTRACT

Department(s): Facilities Management

Vendor: RAE Products and Chemicals Corporation, Alsip, Illinois

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

Good(s) or Service(s): Paint Supplies

Contract Value: $615,727.72

Contract period: 9/1/2026-8/31/2029, with two (2), one (1) year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation. The prime vendor is a certified WBE.

Potential Fiscal Year Budget Impact: FY 2026 $85,517.74, FY 2027 $205,242.57, FY 2028 $ 205,242.57, FY 2029 $119,724.84

Accounts: 11100-1200-12355-540350

Contract Number(s): 2629-01231R

Summary: This contract will allow the Department of Facilities Management to receive Paint Supplies.

The vendor was selected pursuant to a publicly advertised Invitation for Bids (IFB) in accordance with the Cook County Procurement Code. RAE Products and Chemicals Corporation was the lowest, responsive and responsible bidder.

Sponsors:

Indexes: BILQIS JACOBS-EL, Director, Department of Facilities Management

Code sections:

Attachments: 1. Form E -RAE Products and Chemicals Corporation 26-1797

Date	Ver.	Action By	Action	Result
7/16/2026	1	Board of Commissioners		

PROPOSED CONTRACT

Department(s): Facilities Management

Vendor: RAE Products and Chemicals Corporation, Alsip, Illinois

powered by Legistar™

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

Good(s) or Service(s): Paint Supplies

Contract Value: $615,727.72

Contract period: 9/1/2026-8/31/2029, with two (2), one (1) year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation. The prime vendor is a certified WBE.

Potential Fiscal Year Budget Impact: FY 2026 $85,517.74, FY 2027 $205,242.57, FY 2028 $ 205,242.57, FY 2029 $119,724.84

Accounts: 11100-1200-12355-540350

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powered by Legistar™

EXHIBIT IX

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

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

MEMORANDUM

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: Jeanetta Cardine
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

Date: June 30, 2026 **(revised 8/28/2026)**

RE: Contract No: 2629-01231R
Paint Supplies
Department of Facilities Management
Contractor: RAE Products & Chemicals, Corp.
Contract Value: $615,727.72
Contract Term: 36 Months (9/1/2026 – 8/31/2029) with (2) two, (1) one-year renewal options
BID – Good & Services
Contract Goal: 25% MBE, 10% WBE

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority-and Women-owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Original Contract Utilization Plan (Based on Contract Value of $615,727.72)

MBE/WBE	Status	Certifying Agency	Commitment (Direct)*
Marking Specialist Corporation	MBE(HA)	City of Chicago	25%
RAE Products & Chemicals, Corp.	WBE(CF)	Cook County	75%
		Total	**100%**

Original MBE/ WBE forms were used in the determination of the responsiveness of this contract.

JC/vl

CC: Ashle' Bland (OCPO)
Danuta Rusin (Department of Facilities Management)

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

- [x] Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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.
- [ ] 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 below and the Letter(s) of Intent – Form 2).

II. [x] Direct Participation of MBE/WBE Firms [ ] Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Marking Specialists Corporation
Address: 555 Sundown Road; Elgin, IL 60177
E-mail: alfredo@markingspecialists.net
Contact Person: Alfredo Zavala Phone: 847-462-0695
Dollar Amount Participation: $ 153,931.93
Percent Amount of Participation: 25 %
*Letter of Intent attached? Yes [x] No [ ]
*Current Letter of Certification attached? Yes [ ] No [ ]

MBE/WBE Firm: RAE Products & Chemicals Corp.
Address: 11638 S. Mayfield Ave.; Alsip, IL 60803
E-mail: donna@raeproducts.net
Contact Person: Donna Gruenberg Phone: 708-396-1984
Dollar Amount Participation: $ 461,795.79
Percent Amount of Participation: 75 %
*Letter of Intent attached? Yes [ ] No [ ]
*Current Letter of Certification attached? Yes [ ] No [ ]

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Marking Specialists Corpor ation

Certifying Agency: City of Chicago

Contact Person: Alfredo Zavala

Certification Expiration Date: 09/01/ Ø26

Address: 555 Sundown Road

Ethnicity: Hispanic

City/State: Elgin Zip: 60177

Bid/Proposal/Contract #: 2629-01231R

Phone: 847-462-0695 Fax: _____

FEIN #: 36-3215385

Email: alfredo@markingspecialists.net

Participation: ☑ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Paint

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

$153,931.93 25% Net 30 days

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Alfredo Zavala
Print Name

Marking Specialists Corp.
Firm Name

05/05/2026
Date

Subscribed and sworn before me

this 5TH day of MAY, 20 26

Notary Public Thomas C. Kaider

OFFICIAL SEAL
THOMAS C KAIDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/20/2027

Signature (Prime Bidder/Proposer)

Donna Gruenberg
Print Name

RAE Products & Chemicals Corp.
Firm Name

5/5/26
Date

Subscribed and sworn before me

this 5th day of May, 2026

Notary Public

OFFICIAL SEAL
KE[illegible] SEAL
Notary [illegible] Illinois
Co[illegible]
My Commission Expires August 25, 2029

Revised: 12/4/24

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV - 8 2023

Alfredo Zavala
Marking Specialists Corporation
555 Sundown Rd.
South Elgin, IL 60177

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Zavala:

We are pleased to inform you that **Marking Specialists Corporation** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired September 1, 2023 and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of September 1st.**

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of September 1st.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
237310 – Airport Runway Line Painting (e.g. Striping); Highway Line Painting; Painting Lines on Highways, Streets & Bridges; Painting Traffic Lanes or Parking Lots; Parking Lot Marking and Line Painting; Traffic Lane Painting

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/fn

COOK COUNTY
OFFICE OF THE
Chief Procurement Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

July 28, 2025

Donna Gruenberg, President
RAE Products and Chemicals Corporation
11638 South Mayfield Avenue
Alsip, IL 60803

Annual Certification Renewal: August 19, 2026

Ms. Gruenberg,

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)**, by Cook County Government. This certification does not expire; however, you must re-validate your firm's certification annually.

In the past, we have provided annual letters, this practice will no longer continue given that your firm will remain certified indefinitely based on your compliance to programmatic requirements. Please refer to this letter, the Vendor Directory, and your account dashboard for evidence of certification.

As a condition of continued Certification, you must file a No Change Affidavit within **ninety (90) calendar days prior** to the date of the annual renewal. Failure to file this affidavit may result in the removal of your Certification. You must notify Cook County's Office of the Chief Procurement Officer of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

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

This firm Is Certified under the following commodity codes/area(s) of specialty:

NAICS Codes:

339940 - Stencils For Painting and Marking (e.g., cardboard, metal)
423840 - Industrial Supplies Merchant Wholesalers
424690 - Industrial Chemicals Merchant Wholesalers
424950 - Paint Rollers Merchant Wholesalers; Paint, Varnish and Supplies Merchant Wholesalers; Merchant Wholesalers; Spray Painting Equipment (except industrial-type) Merchant Wholesalers

Your firm's participation on Cook County contracts will be credited toward **Women Business Enterprise (WBE)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **Women Business Enterprise (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, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,
Certification Division

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name RAE Products & Chemicals Corp.

Address 11638 S. Mayfield Ave City Alsip

County Cook State IL Zip 60803

Phone (708) 396-1984 Email donna@raeproducts.net

I Donna Gruenberg (Authorized Representative), President (Print Title)

of RAE Products & Chemicals Corp. (Name of Firm) do hereby affirm:

1) RAE Products & Chemicals Corp. (Name of Firm) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago as: [ ] Black- [ ] Hispanic- [ ] Asian- [ ] Woman-owned business.

2) With respect to RAE Products & Chemicals Corp. (Name of Firm), the personal net worth of the qualifying (51%) individual(s) does not exceed $2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of RAE Products & Chemicals Corp. (Name of Firm) as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I Donna Gruenberg (Authorized Representative) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Donna Gruenberg Title President Date 5-4-26

Subscribed and sworn to before me this 4TH day of May (Month) / 2026 (Year)

(Notary's Signature)

Notary's Seal

OFFICIAL SEAL
KEIL D MOREK
Notary Public, State of Illinois
Commission No 859691
My Commission Expires August 25, 2029

My Commission Expires 8/25/29

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: NONE NEEDED

Contract No./Title: _____

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER _____ PARTIAL MBE WAIVER

_____ FULL WBE WAIVER _____ PARTIAL WBE WAIVER

_____ FULL DBE WAIVER _____ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

_____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

_____(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.

_____(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.

_____(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;
   Timelines:

   a. When the Bidder/Proposer knew of the bid;
   b. When the Bidder/Proposer contacted the PCE(s);
   c. When the Bidder/Proposer formulated its bid and utilization plan; and
   d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;

   a. Dates of each contact attempt for each contacted PCE;
   b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
   c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
   d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.

5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.

6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

Signature and Title of Bidder/Proposer	Title	Date
[signature]	Pres.	3/10/26

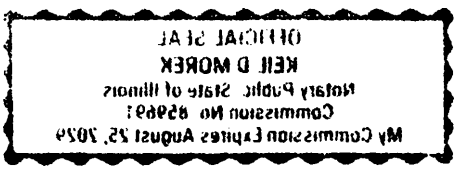


EXHIBIT X

Certificate of Insurance

A certificate of insurance is not required to be submitted with the Bid. The apparent low Bidder shall provide a certificate of insurance that meets the required insurance and amounts of coverage, when requested by the County. Failure to provide a certificate of insurance meeting the required coverages and amounts of coverages may result in the Bidder being removed from consideration for award.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Epic One Insurance Group LLC
P.O. Box 5263
ELGIN, IL 60121

CONTACT NAME: Kristie Kowalczyk
PHONE (A/C, No, Ext): (847)305-4837 FAX (A/C, No): (847)613-4091
E-MAIL ADDRESS: kristiek@epiconeins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Utica National Insurance Group	13998
INSURER B :	Utica National Insurance Group	
INSURER C :	Utica National Insurance Company	
INSURER D :	Graphic Arts Mutual Insurance Company	
INSURER E :		
INSURER F :		

INSURED

RAE PRODUCTS AND CHEMICALS CORPORATION
11638 S MAYFIELD AVE
ALSIP, IL 60803

COVERAGES **CERTIFICATE NUMBER:** 00005305-0 **REVISION NUMBER:** 156

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	CPP5042481	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	5030119	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	5042482	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	5722859	08/01/2026	08/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Blanket Pers Prop			CPP5042481	04/01/2026	04/01/2027	Personal Prop	3,382,748

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Cook County - Office of the Chief Procurement Officer

CERTIFICATE HOLDER

Cook County
Office of the Chief Procurement Officer
161 N Clark Street, Ste 2300
CHICAGO, IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristie Kowalczyk

(K-K)

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Printed by K-K on 09/01/2026 at 08:40AM

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08-01-2026 Policy No. 5722859 Endorsement No.

Insured RAE PRODUCTS & CHEMICALS CORPORA Premium

Insurance Company Graphic Arts Mutual Insurance Company

Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception

The following modification applies on an excess basis over any other insurance.

Exclusion **5.** (Fellow Employee) of SECTION **II** - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION **II** - LIABILITY COVERAGE is increased to $2,500 and $300 respectively.

C. Automatic Hired Auto Physical Damage Coverage

1. Subject to **2.** and **3.** below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.

2. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage

The following coverage is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension

The coverage provided under SECTION **III** - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to $50 per day and to a maximum of $1,000.

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F. Window Glass Breakage Deductible Waiver

For "loss" covered under SECTION **III** - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

G. Malfunction Extension for Airbags

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION **III** - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

H. Multiple Deductibles

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in **2., 3.** or **4.** below.
2. **a.** If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
   b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in **a.** or **b.** of this item **3.** which results in the higher total payment to you.
   a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
   b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

I. Bodily Injury Redefined

It is agreed and understood that the definition of "bodily injury" (SECTION **V**) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

J. Unintentional Failure to Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

K. Broadened Cancellation

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

L. Broadened Named Insured

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

M. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

N. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

a. The United States of America;
b. The territories and possessions of the United States of America;
c. Puerto Rico; or
d. Canada.

O. Theft Expenses

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION **IV**), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

P. Employees as Insureds

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Q. Towing and Labor

Under SECTION **III** - PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

a. $100 for a covered "auto" rated and classified as a private passenger vehicle.

b. $150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

R. Personal Effects

The following is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to $750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

S. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

T. Additional Insured - By Contract, Agreement Or Permit

Under SECTION **II** - LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

U. Rental Reimbursement

1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.
2. We will pay the lesser of:
   a. The amount of actual and necessary rental costs that you incur; or
   b. A maximum of $5,000 for each "loss."
3. The Deductible provision does not apply to this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **INCIDENTAL MALPRACTICE**
   - **a.** The definition of "bodily injury" in **SECTION V - DEFINITIONS** is amended to include injury arising out of rendering or failing to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
   - **b.** Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED** does not apply to nurses, emergency medical technicians or paramedics described in paragraph **a.** above.
   - **c.** Part **(1)** of the **Employers Liability** exclusion under Paragraph 2. **Exclusions**, of **SECTION - I COVERAGE A** does not apply to injury to the emotions or reputation of a person arising out of such services.

   This Incidental Malpractice Coverage does not apply if you are engaged in the business or profession of providing services described in paragraph **a.** above.
2. **EXTENDED PROPERTY DAMAGE**

   Under Paragraph **2. Exclusions** of **SECTION - I COVERAGE A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

   Expected Or Intended Injury

   "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
3. **NONOWNED AIRCRAFT AND WATERCRAFT**

   Under Paragraph **2. Exclusions** of **SECTION - I COVERAGE A**, the **Aircraft, Auto or Watercraft** is replaced by the following:

   Aircraft, Auto or Watercraft

   "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

   This exclusion does not apply to:

   (1) An aircraft that is:
   - **(a)** Hired, chartered or loaned to an insured with a paid crew; and
   - **(b)** Not owned by an insured;

   (2) A watercraft while ashore on premises you own or rent;

   (3) A watercraft you do not own that is:
   - **(a)** Less than 51 feet long; and
   - **(b)** Not being used to carry persons or property for a charge;

   Exceptions **(1)** and **(3)** to this exclusion **g.** do not apply, and exclusion **g.** is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis.

   (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

   (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

   (6) "Bodily injury" or "property damage" arising out of:

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(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

4. **PROPERTY DAMAGE LIABILITY - ELEVATORS, BORROWED EQUIPMENT and LIMITED COVERAGE FOR DAMAGE TO PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**

a. Under Paragraph **2. Exclusions** of **SECTION - I COVERAGE A**, part **(4)** of the **Damage To Property** exclusion applies as follows:

(1) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.

(2) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:

(a) To property which you have contracted to install;

(b) The direct result of the property being raised, lowered or otherwise moved by a crane;

(c) To "mobile equipment" or an "auto";

(d) To that particular part of property which you are attempting to service or repair; or

(e) Covered by other insurance which will pay for the "property damage."

(3) This exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

b. Parts **(3)**, **(4)** and **(6)** of the **Damage To Property** exclusion do not apply to the use of elevators.

c. The insurance afforded by this section is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is deemed changed accordingly.

5. **CONTRACTUAL PERSONAL AND ADVERTISING INJURY**

Under Paragraph **2. Exclusions** of **SECTION - I COVERAGE B**, the **Contractual Liability** exclusion is deleted. However, the coverage provided by this section will not apply if **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by any of the exclusions or other provisions of the Coverage Form or by any endorsement.

6. **FIRE, LIGHTNING OR EXPLOSION DAMAGE**

a. The last paragraph of **SECTION I - COVERAGE A** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

b. Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to **5.** above, the greater of:

(1) $500,000; or

(2) The Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you, or temporarily occupied by you with permission of the owner. The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes

c. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **OTHER INSURANCE**, the **Excess Insurance** provision pertaining to fire insurance for premises rented to you or temporarily occupied by you with permission of the owner is replaced by the following:

That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

7. **SUPPLEMENTARY PAYMENTS**

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. The most we will pay for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies is increased by $2,250.

b. The most we will pay for actual loss of earnings because of time off from work is increased by $250.

8. **BROADENED COVERAGE - EMPLOYEES/ VOLUNTEERS**

The following replaces paragraph **2.a.** under **SECTION II - WHO IS AN INSURED:**

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these:

(1) "Employees" is an insured for:

(a) "Personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)(i)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)(i)**or **(ii)** above; or

(iv) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are pharmacists in your retail druggist or drugstore operation, they are insured with respect to their providing or failing to provide professional health care services.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) "Volunteer workers" is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)(i)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a)(i) or (ii) above; or

(iv) Arising out of his or her providing or failing to provide professional health care services.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

9. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Paragraph 3. under **SECTION II - WHO IS AN INSURED**, is replaced by the following:

3. Any organization you newly acquire or form; other than a partnership, joint venture or limited liability company; and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

10. **SUBSIDIARIES**

The following is added under **SECTION II - WHO IS AN INSURED:**

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 10.a. above; is also an insured.

The insurance afforded under paragraphs **10.a.** and **10.b.** applies only if no other insurance of any kind is available to such entity for this kind of liability.

11. **ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS**

The following is added to **SECTION II - WHO IS AN INSURED:**

a. **Additional Insureds - By Contract, Agreement or Permit**

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only:

(a) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations for the additional insured.

(b) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph **11.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **11.b.(1), (2), (3)** and **(4)** and in **11.c.(1), (2), (3), (4), (5)**and **(6)** below.

(2) Such insurance as is provided by paragraph **11.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **11.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2)**and **(3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2)**and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this Vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph **11.a.** or **b.** above is subject to all applicable exclusions of **2.** Exclusions, **COVERAGE A** (Section **I**), other than exclusion **b. Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

(1) The independent acts or omissions of such additional insured.

(2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

(a) The occurrence of any "bodily injury" or "property damage"; or

(b) The commission of any offense which caused "personal and advertising injury."

(3) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

(4) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

(5) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion **11.c.(5)** does not apply with respect to such Vendors coverage as is provided under **11.b.(5)** above.

(6) Any person or organization included as an insured under any other provision of Section **II - Who Is An Insured** or included as an additional insured by any endorsement to this policy.

12. INSUREDS - NONOWNED WATERCRAFT

The following is added to **SECTION II - WHO IS AN INSURED:**

With respect to any watercraft you do not own that is:

a. Less than 51 feet long; and

b. Not being used to carry persons or property for a charge;

any person who uses or is responsible for the use of such watercraft, with your express or implied consent, is an insured.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation or use of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

(1) "Bodily injury" to a co-"employee" of the person operating or using the watercraft; or

(2) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

13. MEDICAL PAYMENTS

Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

7. Subject to **5.** above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expense Limit which is the greater of:

a. $15,000; or

b. The Medical Expense Limit shown in the Declarations.

14. PRIORITY CONDITION

The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence", or "personal and advertising injury" from the same offense, the Limits of Insurance will apply in the following order:

a. You;

b. Your "executive officers", directors, stockholders or "employees", and

c. Any other insureds in any order that we choose.

15. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **SECTION IV - COMMERCIAL LIABILITY CONDITIONS, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph **a.** applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph **b.** will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

16. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** the following replaces **Transfer Of Rights Of Recovery Against Others To Us:**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

17. **NOTICE TO COMPANY**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Notice To Company

If the insured reports an "occurrence" or offense to its Workers Compensation insurer and such "occurrence" or offense later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties in the Event of Occurrence, Offense, Claim or Suit** Condition, only if:

a. Such failure or omission is not intentional; and

b. You notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

18. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

19. **COVERAGE TERRITORY**

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All other parts of the world if:

1) The injury or damage arises out of:

a) Goods or products made or sold by you in the territory described in **a.** above;

b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; and

2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

a) The territory described in **a.** above;

b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands; or in a settlement we agree to.

20. **BODILY INJURY DEFINITION**

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or

b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease, provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

21. **PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION**

Under the **Definitions** Section, "personal and advertising injury" is replaced by the following: "Personal and advertising injury" means injury including mental anguish, shock or humiliation other than "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

5. Oral or written publication, in any manner, of material that violates a person's right of privacy;

6. The use of another's advertising idea in your "advertisement";

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

8. Discrimination.

   As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

   But discrimination does not include acts of differentiation that cause injury to:

   A person arising out of any:

   a. **(1)** Refusal to employ that person;

   (2) Termination of that person's employment; or

   (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

   b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(1)**, **(2)** or **(3)** above as directed.

   Paragraphs **a.** and **b.** above apply:

   (1) Whether the "insured" may be liable as an employer or in any other capacity; and

   (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

22. IMPAIRED PROPERTY

a. Under the **Definitions** Section, the definition of "impaired property" does not apply.

b. Exclusions **m.** and **n.** under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) A delay in or lack of performance by you or anyone on your behalf of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on your behalf.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of:

(1) "Your product"; or

(2) "Your work";

after such product or work has been put to its intended use.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property of which "your product" or "your work" forms a part;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

23. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Other Insurance General Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this Coverage Form's Liability Coverage would be primary and would not seek contribution from any other insurance available to the additional insured.

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EXHIBIT XI

Addenda Acknowledgment Form (If Applicable)

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
69 West Washington, Suite 3000
Chicago, Illinois 60602
(312) 603-5370

ADDENDA ACKNOWLEDGEMENT FORM

IMPORTANT NOTICE: Bidders shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its Bid. Failure to acknowledge receipt of any addenda issued and submittal of this form may render the Bid non-responsive.

Bid No.: _____

Project Name: _____

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Other:_____
- ☐ N/A (No Addenda Issued)

Signature: _____ Date:_____

Name:_____ Title:_____

Company: _____

Address: _____

EXHIBIT XII

Bid Page

Bidders shall enter their bid pricing directly into Bonfire. See Exhibit I for instructions.

CONTRACT NO. 2629-01231R
PAINT SUPPLIES

Item No.	Description	Size	Unit of Measure	Estimated Quantity	Manufacturer # / Supplier Item #	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Extended Price Year 1	Extended Price Year 2	Extended Price Year 3
No Basket (133)											
#0-1	PAINT, LATEX INTERIOR FLAT WALL & PASTEL BASE, VOLATILE ORGANIC,COMPOUND LIMIT<50g/L.	(1-GAL CONTAINER)	EACH	23	PPG 12-110XI/01	$18.16	$19.25	$20.41	$417.68	$442.75	$469.43
#0-2	PAINT, LATEX INTERIOR FLAT WALL & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<50g/L.	(5-GAL CONTAINER)	EACH	13	PPG 12-110XI/05	$82.96	$87.93	$93.21	$1,078.48	$1,143.09	$1,211.73
#0-3	PAINT, LATEX INTERIOR FLAT WALL & MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<50g/L.	(1-GAL CONTAINER)	EACH	12	PPG12-120XI/01	$16.07	$17.03	$18.06	$192.84	$204.36	$216.72
#0-4	PAINT, LATEX INTERIOR FLAT WALL & MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<50g/L.	(5-GAL CONTAINER)	EACH	8	PPG 12-120XI/05	$73.38	$77.79	$82.46	$587.04	$622.32	$659.68
#0-5	PAINT, LATEX INTERIOR FLAT WALL & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<50g/L.	(1-GAL CONTAINER)	EACH	17	PPG 12-140XI/01	$16.07	$17.03	$18.06	$273.19	$289.51	$307.02
#0-6	PAINT, LATEX INTERIOR FLAT WALL & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<50g/L.	(5-GAL CONTAINER)	EACH	17	PPG 12-140XI/05	$73.38	$77.79	$82.46	$1,247.46	$1,322.43	$1,401.82
#0-7	PAINT, LATEX EGGSHELL ENAMEL & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	17	PPG 12-310XI/01	$19.75	$20.93	$22.19	$335.75	$355.81	$377.23
#0-8	PAINT, LATEX EGGSHELL ENAMEL & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	75	PPG 12-310XI/05	$96.12	$101.89	$108.00	$7,209.00	$7,641.75	$8,100.00
#0-9	PAINT, LATEX EGGSHELL ENAMEL & MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	3	PPG 12-320XI/01	$19.75	$20.93	$22.19	$59.25	$62.79	$66.57
#0-10	PAINT, LATEX EGGSHELL ENAMEL & MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	3	PPG 12-320XI/05	$96.12	$101.89	$108.00	$288.36	$305.67	$324.00
#0-11	PAINT, LATEX EGGSHELL ENAMEL & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	3	PPG 12-340XI/01	$17.47	$18.52	$19.63	$52.41	$55.56	$58.89
#0-12	PAINT, LATEX EGGSHELL ENAMEL & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	3	PPG 12-340XI/05	$85.03	$90.14	$85.54	$255.09	$270.42	$256.62
#0-13	PAINT, LATEX ACRYLIC SEMIGLOSS ENAMEL & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	7	PPG 12-510XI/01	$22.85	$24.21	$25.66	$159.95	$169.47	$179.62
#0-14	PAINT, LATEX ACRYLIC SEMIGLOSS ENAMEL & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	3	PPG 12-510XI/05	$112.64	$119.39	$126.56	$337.92	$358.17	$379.68
#0-15	PAINT, LATEX ACRYLIC SEMIGLOSS ENAMEL & MID-TONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	13	PPG 12-520XI/01	$20.21	$21.41	$22.70	$262.73	$278.33	$295.10
#0-16	PAINT, LATEX ACRYLIC SEMIGLOSS ENAMEL & MID-TONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	3	PPG 12-520XI/05	$99.64	$105.62	$111.95	$298.92	$316.86	$335.85
#0-17	PAINT, LATEX ACRYLIC SEMIGLOSS ENAMEL & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	5	PPG 12-540XI/01	$20.21	$21.41	$22.70	$101.05	$107.05	$113.50
#0-18	PAINT, LATEX ACRYLIC SEMIGLOSS ENAMEL & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	3	PPG 12-540XI/05	$99.64	$105.62	$111.95	$298.92	$316.86	$335.85
#0-19	PAINT, LATEX INTERIOR HIGH-LUSTRE SEMI-GLOSS & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	7	PPG 12-510XI/01	$20.21	$21.41	$22.70	$141.47	$149.87	$158.90
#0-20	PAINT, LATEX INTERIOR HIGH-LUSTRE SEMI-GLOSS & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	3	PPG 12-510XI/05	$99.64	$105.62	$111.95	$298.92	$316.86	$335.85
#0-21	PAINT, LATEX INTERIOR HIGH-LUSTRE SEMI-GLOSS & MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	7	PPG 12-520XI/01	$20.21	$21.41	$22.70	$141.47	$149.87	$158.90
#0-22	PAINT, LATEX INTERIOR HIGH-LUSTRE SEMI-GLOSS & MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	3	PPG 12-520XI/05	$99.64	$105.62	$111.95	$298.92	$316.86	$335.85
#0-23	PAINT, LATEX INTERIOR HIGH-LUSTRE SEMI-GLOSS & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	42	PPG 12-540XI/01	$20.21	$21.41	$22.70	$848.82	$899.22	$953.40
#0-24	PAINT, LATEX INTERIOR HIGH-LUSTRE SEMI-GLOSS & DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(5-GAL CONTAINER)	EACH	7	PPG 12-540XI/05	$99.64	$105.62	$111.95	$697.48	$739.34	$783.65
#0-25	PAINT, WATERBORNE INTERIOR LO-SHEEN ENAMEL IN PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	7	PPG 12-310XI/01	$19.75	$20.93	$22.19	$138.25	$146.51	$155.33
#0-26	PAINT, WATERBORNE INTERIOR LO-SHEEN ENAMEL IN MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	7	PPG 12-320XI/01	$17.47	$18.52	$19.63	$122.29	$129.64	$137.41
#0-27	PAINT, WATERBORNE INTERIOR LO-SHEEN ENAMEL IN DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	7	PPG 12-340XI/01	$17.47	$18.52	$19.63	$122.29	$129.64	$137.41
#0-28	PAINT, OIL INTERIOR SEMI-GLOSS TRIM IN PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT <150G/L	(1-GAL CONTAINER)	EACH	7	PPG 6-1510XI/01	$43.82	$46.45	$49.24	$306.74	$325.15	$344.68
#0-29	PAINT INTERIOR SEMI-GLOSS TRIM IN MIDTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT <150G/L	(1-GAL CONTAINER)	EACH	25	PPG 6-1520XI/01	$38.77	$41.09	$43.56	$969.25	$1,027.25	$1,089.00
#0-30	PAINT INTERIOR SEMI-GLOSS TRIM IN DEEPTONE BASE, VOLATILE ORGANIC COMPOUND LIMIT <150G/L	(1-GAL CONTAINER)	EACH	358	PPG 6-1540XI/01	$38.77	$41.09	$43.56	$13,879.66	$14,710.22	$15,594.48

CONTRACT NO. 2629-01231R
PAINT SUPPLIES

Item No.	Description	Size	Unit of Measure	Estimated Quantity	Manufacturer # / Supplier Item #	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Extended Price Year 1	Extended Price Year 2	Extended Price Year 3
#0-31	PAINT, ACRYLIC-MODIFIED ALKYD EXTERIOR GLOSS ENAMEL, VOLATILE ORGANIC COMPOUND LIMIT <200G/L	(1-GAL CONTAINER)	EACH	3	PPG 6-1510XI/01	$38.77	$41.09	$43.56	$116.31	$123.27	$130.68
#0-32	PAINT, ACRYLIC-MODIFIED ALKYD EXTERIOR GLOSS ENAMEL, VOLATILE ORGANIC COMPOUND LIMIT <200G/L	(5-GAL CONTAINER)	EACH	17	PPG 6-1510XI/05	$193.83	$205.46	$217.79	$3,295.11	$3,492.82	$3,702.43
#0-33	PAINT, INTERIOR/EXTERIOR HIGH GLOSS DTM INDUSTRIAL WATERBORNE ENAMEL, (1-GAL CONTAINER)	E ORGANIC COMPOUND LIMIT	EACH	17	PPG 90-1510/01	$56.97	$60.39	$64.01	$968.49	$1,026.63	$1,088.17
#0-34	PAINT, INTERIOR/EXTERIOR HIGH GLOSS DTM INDUSTRIAL WATERBORNE ENAMEL, (5-GAL CONTAINER)	E ORGANIC COMPOUND LIMIT	EACH	13	PPG 90-1510/05	$251.97	$267.09	$283.11	$3,275.61	$3,472.17	$3,680.43
#0-35	PAINT, ENAMEL INTERIOR/EXTERIOR SATIN DTM INDUSTRIAL WATERBORNE, VOLATILE ORGANIC COMPOUND LIMIT<200g/L.	(1-GAL CONTAINER)	EACH	33	PPG 90-1710/01	$54.04	$57.28	$60.72	$1,783.32	$1,890.24	$2,003.76
#0-36	PAINT, ENAMEL INTERIOR/EXTERIOR SATIN DTM INDUSTRIAL WATERBORNE , VOLATILE ORGANIC COMPOUND LIMIT<200g/L.	(5-GAL CONTAINER)	EACH	17	PPG 90-1710/05	$270.21	$286.42	$303.60	$4,593.57	$4,869.14	$5,161.20
#0-37	PAINT, WATERBORNE ENAMEL DTM, (1-GAL CONTAINER) STOCK SAFETY COLORS, VOLATILE ORGANIC COMPOUND LIMIT<200g/L.	1 GAL CONTAINER	EACH	25	PPG 90-1908/01	$74.75	$79.24	$83.98	$1,868.75	$1,981.00	$2,099.50
#0-38	PAINT, ACRYLIC-MODIFIED ALKYD SAFETY INDUSTRIAL GLOSS ENAMEL, VOLATILE ORGANIC COMPOUND LIMIT<200g/L.	(1-GAL CONTAINER)	EACH	8	PPG 6-1510XI/01	$43.82	$46.45	$49.24	$350.56	$371.60	$393.92
#0-39	PAINT, FLOOR & DECK URETHANE FORTIFIED ALKYD ENAMEL	(1-GAL CONTAINER)	EACH	67	PPG 3-610/01	$40.30	$42.71	$45.28	$2,700.10	$2,861.57	$3,033.76
#0-40	PAINT, FLOOR & DECK URETHANE FORTIFIED ALKYD ENAMEL	(5-GAL CONTAINER)	EACH	33	PPG 3-610/05	$201.48	$213.57	$226.38	$6,648.84	$7,047.81	$7,470.54
#0-41	PAINT,FLOOR & DECK URETHANE FORTIFIED ALKYD ENAMEL	(5-GAL CONTAINER)	EACH	7	PPG 3-610/05	$201.48	$213.57	$226.38	$1,410.36	$1,494.99	$1,584.66
#0-42	PAINT, LATEX FLOOR & DECK ENAMEL, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	17	PPG 3-510/01	$27.76	$29.42	$31.19	$471.92	$500.14	$530.23
#0-43	PAINT, HIGH SOLIDS ACRYLIC-EPOXY WATERBASE	(2-GAL CONTAINER)	EACH	67	PPG 98E-56/01	$91.82	$97.32	$103.17	$6,151.94	$6,520.44	$6,912.39
#0-44	PAINT, HIGH BUILD ACRYLIC ALIPHATIC URETHANE	(2-GAL CONTAINER)	EACH	8	PPG 95-812/01	$86.25	$91.43	$96.91	$690.00	$731.44	$775.28
#0-45	PAINT, TRAFFIC & ZONE MARKING , VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	17	RAE 4907-01	$19.75	$21.75	$23.75	$335.75	$369.75	$403.75
#0-46	PAINT, TRAFFIC & ZONE MARKING, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	33	RAE 4902-01	$20.81	$22.81	$24.81	$686.73	$752.73	$818.73
#0-47	PAINT, ATHLETIC FIELD MARKING, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	17	PPG 50-300/05	$115.00	$121.90	$129.21	$1,955.00	$2,072.30	$2,196.57
#0-48	PAINT, LATEX FLAT, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	67	PPG 12-110XI/01	$16.07	$17.03	$18.06	$1,076.69	$1,141.01	$1,210.02
#0-49	PAINT, ACRYLIC MODIFIED ALKYD GLOSS INTERIOR/EXTERIOR, VOLATILE ORGANIC COMPOUND LIMIT<150g/L.	(1-GAL CONTAINER)	EACH	8	PPG 6-1610/01	$41.35	$43.84	$46.46	$330.80	$350.72	$371.68
#0-50	PAINT HIGH HEAT RESISTANT	(1-GAL CONTAINER)	EACH	17	HT5V-300/01	$177.03	$187.66	$198.92	$3,009.51	$3,190.22	$3,381.64
#0-51	PAINT QUICK DRY AEROSOL SPRAY ENAMEL	(13 OZ. CONTAINER)	EACH	3	Rustoleum 38769	$10.35	$10.97	$11.63	$31.05	$32.91	$34.89
#0-52	PRIMER, INTERIOR LATEX WALL PRIMER/SEALER, VOLATILE ORGANIC COMPOUND LIMIT<50g/L.	(5-GAL CONTAINER)	EACH	7	PPG 17-921XI/05	$145.73	$154.48	$163.75	$1,020.11	$1,081.36	$1,146.25
#0-53	PRIMER, ALKALI RESISTANT OIL TYPE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	3	PPG 17-921XI/01	$29.15	$30.90	$32.75	$87.45	$92.70	$98.25
#0-54	PRIMER, ALKALI RESISTANT ACRYLIC TYPE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(5-GAL CONTAINER)	EACH	25	PPG 17-921XI/05	$145.73	$154.48	$163.75	$3,643.25	$3,862.00	$4,093.75
#0-55	PRIMER, WATERBORNE UNDERCOATER, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	12	PPG 17-921XI/01	$29.15	$30.90	$32.75	$349.80	$370.80	$393.00
#0-56	PRIMER, LATEX MASONRY BLOCK FILLER, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(5-GAL CONTAINER)	EACH	42	PPG 6-15XI/05	$58.14	$61.63	$65.33	$2,441.88	$2,588.46	$2,743.86
#0-57	PRIMER, EXTERIOR LATEX WOOD , VOLATILE ORGANIC COMPOUND LIMIT<200g/L	(1-GAL CONTAINER)	EACH	12	PPG 17-921XI/01	$25.78	$27.34	$28.97	$309.36	$328.08	$347.64
#0-58	PAINT, SPEEDHIDE WB ALKYD, SEMIGLOSS ENAMEL	(1-GAL CONTAINER)	EACH	12	PPG 6-1610/01	$46.75	$49.56	$52.52	$561.00	$594.72	$630.24
#0-59	PRIMER, EXTERIOR LATEX WOOD , VOLATILE ORGANIC COMPOUND LIMIT<200g/L	(1-GAL CONTAINER)	EACH	12	PPG 17-921XI/01	$25.78	$27.34	$28.97	$309.36	$328.08	$347.64

CONTRACT NO. 2629-01231R
PAINT SUPPLIES

Item No.	Description	Size	Unit of Measure	Estimated Quantity	Manufacturer # / Supplier Item #	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Extended Price Year 1	Extended Price Year 2	Extended Price Year 3
#0-60	PRIMER, ALKYD RUST INHIBITIVE STEEL , VOLATILE ORGANIC COMPOUND LIMIT<200g/L RED	(5-GAL CONTAINER)	EACH	12	4306-1000/05	$287.50	$304.75	$323.04	$3,450.00	$3,657.00	$3,876.48
#0-61	PRIMER, ALKYD RUST INHIBITIVE STEEL , VOLATILE ORGANIC COMPOUND LIMIT<200g/L WHITE	(5-GAL CONTAINER)	EACH	12	4306-1000/05	$287.50	$304.75	$323.04	$3,450.00	$3,657.00	$3,876.48
#0-62	PRIMER, LATEX WALL SIZE , VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	12	PPG 6-2/01	$15.50	$16.43	$17.42	$186.00	$197.16	$209.04
#0-63	PRIMER, GALVANIZED STEEL INTERIOR/EXTERIOR , VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	12	PPG 90-1912/01	$58.50	$62.01	$65.73	$702.00	$744.12	$788.76
#0-64	PRIMER, ACRYLIC METAL VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	12	PPG 90-1912/01	$58.50	$62.01	$65.73	$702.00	$744.12	$788.76
#0-65	PRIMER, ACRYLIC METAL ZINC CHROMATE ALKYD RESIN, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	12	PPG 90-1912/01	$58.50	$62.01	$65.73	$702.00	$744.12	$788.76
#0-66	SEALER-CONCRETE (OLEORESINOUS) INTERIOR/EXTERIOR, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	12	PPG 4-6200/01	$23.25	$24.64	$26.13	$279.00	$295.68	$313.56
#0-67	SEALER, MASONRY (OLEORESINOUS) VARNISH TYPE, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	12	PPG 4-6200/01	$23.25	$24.64	$26.13	$279.00	$295.68	$313.56
#0-68	SEALER, WOOD (OLEORESINOUS) INTERIOR	(1-GAL CONTAINER)	EACH	33	PPG 17-94NF/01	$51.75	$54.86	$58.14	$1,707.75	$1,810.38	$1,918.62
#0-69	ALKYD TYPE SEMI-TRANSPARENT	(QT CONTAINER)	EACH	8	SIK	$17.25	$18.29	$19.38	$138.00	$146.32	$155.04
#0-70	STAIN EXTERIOR SOLID COLOR ALKYD/OIL LITE BASE	(1-GAL CONTAINER)	EACH	8	FLD Solid	$34.50	$36.57	$38.77	$276.00	$292.56	$310.16
#0-71	STAIN EXTERIOR SOLID COLOR ALKYD/OIL RUSTIC BASE	(1-GAL CONTAINER)	EACH	8	FLD Solid	$34.50	$36.57	$38.77	$276.00	$292.56	$310.16
#0-72	STAIN EXTERIOR SEMI-TRANSPARENT OIL TYPE	(1-GAL CONTAINER)	EACH	8	FLD S/T	$34.50	$36.57	$38.77	$276.00	$292.56	$310.16
#0-73	STAIN, LATEXSOLID COLOR ACRYLIC INTERIOR/EXTERIOR, VOLATILE ORGANIC COMPOUND LIMIT<200g/L	(1-GAL CONTAINER)	EACH	8	FLD Solid	$34.50	$36.57	$38.77	$276.00	$292.56	$310.16
#0-74	STAIN, LATEX EXTERIOR SEMI-TRANSPARENT ACRYLIC, VOLATILE ORGANIC COMPOUND LIMIT<200g/L	(1-GAL CONTAINER)	EACH	25	FLD S/T	$34.50	$36.57	$38.77	$862.50	$914.25	$969.25
#0-75	STAIN KILLER KILZ-OIL BASED AEROSOL SEALER	(13 OZ. CONTAINER)	EACH	25	MAS10004/EA	$10.93	$11.58	$12.27	$273.25	$289.50	$306.75
#0-76	STAIN KILLER KILZ-OIL BASED SEALER	(QUART CONTAINER)	EACH	17	WMZ03504/EA	$17.25	$18.29	$19.38	$293.25	$310.93	$329.46
#0-77	STAIN KILLER KILZ-OIL BASED SEALER	(1-GAL CONTAINER)	EACH	8	WMZ03501/EA	$44.28	$46.93	$49.75	$354.24	$375.44	$398.00
#0-78	STAIN KILLER BINS-PIGMENTED SHELLAC SEALER, AEROSOL	(11 OZ. CONTAINER)	EACH	67	WMZ01008/EA	$16.04	$17.01	$18.02	$1,074.68	$1,139.67	$1,207.34
#0-79	STAIN KILLER BINS-PIGMENTED SHELLAC SEALER	(QUART CONTAINER)	EACH	17	WMZ00904/EA	$31.63	$33.52	$35.54	$537.71	$569.84	$604.18
#0-80	STAIN KILLER BINS-PIGMENTED SHELLAC SEALER	(1-GAL CONTAINER)	EACH	12	WMZ00901/EA	$92.00	$97.52	$103.37	$1,104.00	$1,170.24	$1,240.44
#0-81	STAIN KILLER "SEAL GRIP" STAIN BLOCKING LATEX PRIMER, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	167	PPG 17-921XI/01	$25.78	$27.34	$28.97	$4,305.26	$4,565.78	$4,837.99
#0-82	STAIN KILLER PIGMENTED LATEX SEALER, VOLATILE ORGANIC COMPOUND LIMIT<150g/L	(1-GAL CONTAINER)	EACH	42	WMZ03551/EA	$51.75	$54.86	$58.14	$2,173.50	$2,304.12	$2,441.88
#0-83	VARNISH, MINWAX® HIGH BUILD POLYURETHANE SEMI-GLOSS CLEAR OR EQUIVALENT	(1-GAL CONTAINER)	EACH	8	PLX258	$78.20	$82.89	$87.86	$625.60	$663.12	$702.88
#0-84	VARNISH, MINWAX® HIGH BUILD POLYURETHANE GLOSS OR EQUIVALENT	(1-GAL CONTAINER)	EACH	8	PLX257	$78.20	$82.89	$87.86	$625.60	$663.12	$702.88
#0-85	VARNISH, MINWAX® HIGH BUILD POLYURETHANE SATIN CLEAR OR EQUIVALENT	(1-GAL CONTAINER)	EACH	8	PLX259	$78.20	$82.89	$87.86	$625.60	$663.12	$702.88
#0-86	VARNISH, (OLEORESINOUS) INTERIOR SATIN POLYURETHANE	(1-GAL CONTAINER)	EACH	8	PLX259	$78.20	$82.89	$87.86	$625.60	$663.12	$702.88
#0-87	VARNISH, SPAR (OLEORESINOUS) GLOSS OIL	RIOR/EXTERIOR. (1-GAL CONTA	EACH	8	PLX257	$78.20	$82.89	$87.86	$625.60	$663.12	$702.88
#0-88	VARNISH, WATERBORNE INTERIOR ACRYLIC POLYURETHANE GLOSS	(1-GAL CONTAINER)	EACH	8	PLX257	$78.20	$82.89	$87.86	$625.60	$663.12	$702.88
#0-89	VARNISH, WATERBORNE INTERIOR ACRYLIC POLYURETHANE SATIN	(1-GAL CONTAINER)	EACH	8	PLX259	$78.20	$82.89	$87.86	$625.60	$663.12	$702.88
#0-90	LACQUER THINNER REDUCER HAPS COMPLIANT	(5-GAL CONTAINER)	EACH	8	861/05	$80.50	$85.33	$90.45	$644.00	$682.64	$723.60
#0-91	HIGH LUSTER SEMI-GLOSS NO VOC LATEX - DEEPTONE BASE MPI APPROVED PRO. CAT. #148 MEETS MPI GREEN PERFORMANCE STANDARDS STANDARDS MEETS LEED STANDARD GS-11(USGBC)	NTAINER) CALL FOR TINT INST	EACH	17	PPG 90-1510/01	$50.39	$53.42	$56.63	$856.63	$908.14	$962.71
#0-92	SPRAY PAINT RUST INHIBITOR PAINT	20 OZ. AEROSOL	EACH	167	RUST38679/EA	$22.10	$23.43	$24.83	$3,690.70	$3,912.81	$4,146.61
#0-93	PAINT, OIL TRAFFIC & ZONE MARKING PAINT	1 GALLON CONTAINER	EACH	100	RAE 7300-01	$29.38	$30.38	$31.38	$2,938.00	$3,038.00	$3,138.00
#0-94	PAINT, OIL TRAFFIC & ZONE MARKING PAINT	5 GALLON CONTAINER	EACH	17	RAE 7300-05	$132.77	$137.77	$142.77	$2,257.09	$2,342.09	$2,427.09
#0-95	SHERCRETE® FLEXIBLE CONCRETE WATERPROOFER – TEXTURED A5 SERIES OR EQUIVALENT	1 GALLON CONTAINER	EACH	8	3230	$34.50	$36.57	$38.77	$276.00	$292.56	$310.16

CONTRACT NO. 2629-01231R
PAINT SUPPLIES

Item No.	Description	Size	Unit of Measure	Estimated Quantity	Manufacturer # / Supplier Item #	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Extended Price Year 1	Extended Price Year 2	Extended Price Year 3
#0-96	SHER-CRETE®FLEXIBLE CONCRETE WATERPROOFER – SMOOTH A5-200 SERIES OR EQUIVALENT	1 GALLON CONTAINER	EACH	17	PPG 4-22XI	$34.50	$36.57	$38.77	$586.50	$621.69	$659.09
#0-97	PAINT, LOXON® 40% SILOXAN 7% OR EQUIVALENT	1 GALLON CONTAINER	EACH	8	PPG 4-6100	$115.00	$121.90	$129.21	$920.00	$975.20	$1,033.68
#0-98	PAINT, LOXON® 40% SILANE LOW VOC WATER REPELLANT A31T00840 OR EQUIVALENT	1 GALLON CONTAINER	EACH	8	PPG 4-6100	$115.00	$121.90	$129.21	$920.00	$975.20	$1,033.68
#0-99	PAINT, PRO INDUSTRIAL O VOC ACRYLIC B66-600 SERIES GLOSS OR EQUIVALENT	1 GALLON CONTAINER	EACH	17	PPG 90-1510	$56.97	$60.39	$64.01	$968.49	$1,026.63	$1,088.17
#0-100	PAINT, PRO INDUSTRIAL O VOC ACRYLIC B66-650 SERIES SEMI-GLOSS OR EQUIVALENT	1 GALLON CONTAINER	EACH	17	PPG 90-1610	$55.51	$58.84	$62.37	$943.67	$1,000.28	$1,060.29
#0-101	PAINT, PRO INDUSTRIAL O VOC ACRYLIC B66-660 SATIN OR EQUIVALENT	1 GALLON CONTAINER	EACH	17	PPG 90-1710	$54.04	$57.28	$60.72	$918.68	$973.76	$1,032.24
#0-102	PAINT, PRO INDUSTRIAL ENAMEL	1 GALLON CONTAINER	EACH	8	4309	$59.80	$63.39	$67.19	$478.40	$507.12	$537.52
#0-103	PAINT, PRE-CATALYZED WATERBASED EPOXY5 K45-150SERIES EG-SHEL	1 GALLON CONTAINER	EACH	8	PPG 16-1310	$39.00	$41.34	$43.82	$312.00	$330.72	$350.56
#0-104	PAINT, PRE-CATALYZED WATERBASED EPOXY5 K46-150SERIES SEMI-GLOSS	1 GALLON CONTAINER	EACH	17	PPG 16-1510	$40.30	$42.72	$45.28	$685.10	$726.24	$769.76
#0-105	PAINT, 113.20 HI-BILD WATERBASED CATALYZED EPOXY PART A B71-100 SERIES	1 GALLON CONTAINER	EACH	17	98E-1G	$97.75	$103.62	$109.84	$1,661.75	$1,761.54	$1,867.28
#0-106	PAINT, 113.20 HI-BILD WATERBASED CATALYZED EPOXY PART B B71V100 HIGH LUSTER HARDENER	1 GALLON CONTAINER	EACH	17	98E-1G	$97.75	$103.62	$109.84	$1,661.75	$1,761.54	$1,867.28
#0-107	PAINT, 113.20 HI-BILD WATERBASED CATALYZED EPOXY PART B B71V110 LOW LUSTER HARDENER	1 GALLON CONTAINER	EACH	17	98E-1S	$98.90	$104.83	$111.12	$1,681.30	$1,782.11	$1,889.04
#0-108	PAINT, MINWAX® SUPER FAST DRYING POLYURETHANE FOR FLOOR 350 V.O.C. GLOSS CLEAR OR EQUIVALENT	1 GALLON CONTAINER	EACH	17	PLX257	$78.20	$82.89	$87.86	$1,329.40	$1,409.13	$1,493.62
#0-109	PAINT, MINWAX® SUPER FAST DRYING POLYURETHANE FOR FLOOR 350 V.O.C. SEMI-GLOSS CLEAR OR EQUIVALENT	1 GALLON CONTAINER	EACH	17	PLX258	$78.20	$82.89	$87.86	$1,329.40	$1,409.13	$1,493.62
#0-110	PAINT, MINWAX® SUPER FAST DRYING POLYURETHANE FOR FLOOR 350 V.O.C. SATIN CLEAR OR EQUIVALENT	1 GALLON CONTAINER	EACH	17	PLX259	$78.20	$82.89	$87.86	$1,329.40	$1,409.13	$1,493.62
#0-111	ENVIROTEX LITE, GALLON KIT, PLYMER FINISH	COVERAGE(32 SQUARE FEET)	EACH	17	ENVRIOTEX	$188.50	$199.81	$211.80	$3,204.50	$3,396.77	$3,600.60
#0-112	PAINT, LATEX EGGSHELL ENAMEL & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150G/L	(5 GAL CONTAINER)	EACH	17	PPG 12-310XI/05	$85.03	$90.14	$95.54	$1,445.51	$1,532.38	$1,624.18
#0-113	PAINT, LATEX ACRYLIC SEMIGLOSS ENAMEL & PASTEL BASE, VOLATILE ORGANIC COMPOUND LIMIT<150G/L	(5 GAL CONTAINER)	EACH	8	PPG 84-3510/05	$155.25	$164.57	$174.42	$1,242.00	$1,316.56	$1,395.36
#0-114	PAINT, FLAT PROMAR 200, 0 VOC OR EQUIVALENT	(1 GAL CONTAINER)	EACH	17	PPG 6-70ZV/01	$20.70	$21.94	$23.25	$351.90	$372.98	$395.25
#0-115	PAINT, EGGSHELL PROMAR 200, 0 VOC OR EQUIVALENT	(1 GAL CONTAINER)	EACH	17	PPG 6-411ZV/01	$23.00	$24.38	$25.84	$391.00	$414.46	$439.28
#0-116	PAINT, SEMI - GLOSS PROMAR 200, 0 VOC OR EQUIVALENT	(1 GAL CONTAINER)	EACH	17	PPG 6-500ZV/01	$25.30	$26.82	$28.43	$430.10	$455.94	$483.31
#0-117	PRIMER, ACRYLIC PROCRYL UNIVERSAL	(1 GAL CONTAINER)	EACH	17	PPG 17-921XI/05	$128.92	$136.65	$144.85	$2,191.64	$2,323.05	$2,462.45
#0-118	MINIWAX GEL STAIN	(1 QUART CONTAINER)	EACH	8	MNX	$23.00	$24.38	$25.84	$184.00	$195.04	$206.72
#0-119	ACETONE	1 GALLON	EACH	67	STX70023/EA	$17.25	$18.29	$19.38	$1,155.75	$1,225.43	$1,298.46
#0-120	PAINT, EXTERIOR A-100 DEEP BASE FLAT	5 GALLON BUCKETS	EACH	24	PPG 6-610XI/05	$100.63	$106.66	$113.07	$2,415.12	$2,559.84	$2,713.68
#0-121	ZINSSER PRIMER	1 GALLON BUCKETS	EACH	60	WMZ02001/EA	$43.70	$46.32	$49.11	$2,622.00	$2,779.20	$2,946.60
#0-122	EASY SAND 5	18 POUND	BAG	200	USG00467/EA	$16.10	$17.07	$18.09	$3,220.00	$3,414.00	$3,618.00
#0-123	ESDY SAND 20	18 POUND	BAG	200	USG00029/EA	$16.10	$17.07	$18.09	$3,220.00	$3,414.00	$3,618.00
#0-124	EASY SAND 45	18 POUND	BAG	200	USG00016/EA	$16.10	$17.07	$18.09	$3,220.00	$3,414.00	$3,618.00
#0-125	PLUS 3 JOINT COMPOUND	4.5 POUND	PAILS	200	USG20458/EA	$28.75	$30.48	$32.30	$5,750.00	$6,096.00	$6,460.00
#0-126	MINERAL SPRITS	5 GALLON	GALLONS	160	PPG 5132/05	$69.00	$73.14	$77.53	$11,040.00	$11,702.40	$12,404.80
#0-127	MINERAL SPRITS	1 GALLON	GALLONS	160	5132/1	$13.80	$14.63	$15.50	$2,208.00	$2,340.80	$2,480.00
#0-128	NAPTHA	1 GALLON	GALLONS	120	STX70032/EA	$20.70	$21.94	$23.25	$2,484.00	$2,632.80	$2,790.00
#0-129	PVA LATEX PRIMER	1 GALLON	GALLONS	80	PPG 6-2/01	$17.52	$18.58	$19.70	$1,401.60	$1,486.40	$1,576.00
#0-130	PVA LATEX PRIMER	5 GALLON	GALLONS	80	PPG 6-2/01	$17.52	$18.58	$19.70	$1,401.60	$1,486.40	$1,576.00
#0-131	LATEX CLEAR GLAZE	1 GALLON	GALLONS	60	BM N40500-01	$38.99	$39.99	$40.99	$2,339.40	$2,399.40	$2,459.40
#0-132	PAINTERS CLOTH RAGS	25 POUND BOX	BOX	180	PPG57253/EA	$24.15	$25.60	$27.14	$4,347.00	$4,608.00	$4,885.20
#0-133	PAINT, ACRYLIC-MODIFIED ALKYD SAFETY INDUSTRIAL LO SHEEN ENAMEL, VOLATILE ORGANIC COMPOUND LIMIT <200G/L MUST BE OIL	(1-GAL CONTAINER)	EACH	17	4306	$57.50	$60.95	$64.61	$977.50	$1,036.15	$1,098.37
									$193,582.44	$205,033.82	$217,111.46
									GRAND TOTAL:		**$615,727.72**

EXHIBIT XIII

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

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in 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 APPLICANT HEREBY CERTIFIES THAT*:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

***THE APPLICANT HEREBY CERTIFIES THAT*:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

NONE

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

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

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

Yes: ☑ No: ☐

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

11638 S. Mayfield Ave.

Alsip, IL 60803

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

Yes: ☑ No: ☐

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

The property is owned by Donna and Fred Gruenberg (FD&Son LLC). RAE Products pays monthly rent for property and buildings.
PIN: 24-30-402-019-0000
PIN: 24-30-404-045-0000
PIN: 24-30-402-020-0000

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

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

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

This Statement is an: [ ] Original Statement or [ ] Amended Statement

Identifying Information:

Name RAE Products & Chemicals Corp.

D/B/A: _____ FEIN # Only: 36-2895651

Street Address: 11638 S. Mayfield Ave.

City: Alsip State: IL Zip Code: 60803

Phone No.: 708-396-1984 Fax Number: 708-396-2332 Email: donna@raeproducts.net

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

Corporate File Number (if applicable): D-5106-136-5

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✔] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Donna Gruenberg	6513 W. 126th Place; Palos Heights, IL 60463	88.75%
Samantha Morek	2835 W. 98th Place; Evergreen Park, IL 60805	5.9%
Kurt Gruenberg	6501 W. 126th Place; Palos Heights, IL 60463	5.35%

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

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Donna Gruenberg	6513 W. 126th Place; Palos Heights, IL 60463	PRESIDENT	UNLIMITED
Samantha Morek	2835 West 98th Place; Evergreen Park, IL 60805	SECRETARY	UNLIMITED

Declaration (check the applicable box):

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

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

President
Title

Donna Gruenberg
Signature

5/4/2026
Date

donna@raeproducts.net
E-mail address

708-396-1984
Phone Number

Subscribed to and sworn before me
this 4th day of MAY 2026

My commission expires: 8/25/29

X Keil D Morek
Notary Public Signature

Notary Seal

OFFICIAL SEAL
KEIL D MOREK
Notary Public, State of Illinois
Commission No. 859691
My Commission Expires August 25, 2029

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

☐ 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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: RAE Products & Chemicals Corp.

Address of Person Doing Business with the County: 11638 S. Mayfield Ave.; Alsip, IL 60803

Phone number of Person Doing Business with the County: 708-396-1984

Email address of Person Doing Business with the County: donna@raeproducts.net

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

Donna Gruenberg, President, 708-396-1984

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

Contract Number 2629-01231R

The aggregate dollar value of the business you are doing or seeking to do with the County: $615,727.72

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

Ashle' Bland, Sr. Contract Negotiator, Office of the Chief Procurement Officer, ashle.bland2@cookcountyil.gov

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

Donna Rusin, Business Opertaions Manager, Department of Facilities Management, danuta.rusin2@cookcountyil.gov

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

Check the box that applies and provide related information where needed

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

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

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

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

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

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

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

Signature of Recipient

5/4/2026
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2629-01231R

County Using Agency (requesting Procurement): 1200 Dept. of Facilities

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): RAE Products & Chemicals Corp.

Substantial Owner Complete Name: Donna Gruenberg

FEIN# 36-2895651

[redacted]

E-mail address: donna@raeproducts.net

Street Address: 11638 S. Mayfield Ave.

City: Alsip [redacted]

State: IL Zip: 60803

III. Compliance with Wage Laws:

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

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: Donna Gruenberg Date: 5/4/2026

Name of Person signing (Print): Donna Gruenberg Title: President

Subscribed and sworn to before me this 4TH day of MAY, 20 26

X _____
Notary Public Signature

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

Notary Seal:
OFFICIAL SEAL
KEIL D MOREK
Notary Public, State of Illinois
Commission No. 859691
My Commission Expires August 25, 2029

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

RAE Products & Chemicals Corp.
Corporation's Name

Donna Gruenberg
President's Printed Name and Signature

708-396-1984
Telephone

donna@raeproducts.net
Email

Secretary Signature

6/16/26
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
16th day of June, 2026.

My commission expires:
8/25/29

Notary Public Signature

Notary Seal

OFFICIAL SEAL
KEIL D MOREK
Notary Public, State of Illinois
Commission No. 859691
My Commission Expires August 25, 2029

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

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2026.09.03 15:26:56 -05'00'

Cook County Chief Procurement Officer — Date

APPROVED AS TO FORM:

N/A

Assistant State's Attorney (Required on contracts over $1,000,000 — Date

CONTRACT TERM & AMOUNT

2629-01231R

Contract #

September 1, 2026 through August 31, 2029 with two(2), one (1) year renewal options

Original Contract Term — Renewal Options (If Applicable)

$615,727.72

Contract Amount

July 16, 2026

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JULY 16 2026
COM _____