

CONTRACT TYPE SERVICES

**CONTRACT NO: 2123-18691
(PURCHASE ORDER NO. 70000183338)**

FOR

UNLEADED FUEL BETWEEN



**COOK COUNTY GOVERNMENT
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

AND

**COLONIAL OIL INDUSTRIES, INC.
(Based on The City Of Chicago, Illinois Contract No. 129972)**

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as “County” and Colonial Oil Industries, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as “Contractor”.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

Whereas, the City of Chicago, Illinois solicited a formal Invitation for Bids for Furnishing and Delivery of Professional Fuel Supply, Distribution and Delivery of E-10 & E-85 Ethanol Gasoline for the City of Chicago, and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the City of Chicago, Illinois entered into a contract on May 21, 2020 for the provision of supplies by the Contractor for the County relative to Fuel; and

Whereas, the County wishes to leverage the procurement efforts of the City of Chicago, Illinois; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the “County” and Colonial Oil Industries, Inc., herein after the “Contractor”; and

Whereas, the County, through the Cook County Department Of Transportation and Highways, desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County Fuel, incorporated as Exhibit 1, Scope of Services and Specification, and Exhibit 2, Price Proposal; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services, and Exhibit 2, Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago, Illinois Contract No. 129972 as set forth in Exhibit 1, Scope of Services, and Exhibit 2, Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective May 1, 2021 through May 20, 2025; and

Whereas, the Vendor must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals for this Contract of not less than 12.5% (twelve and one-half percent) MBE and 10% (ten percent) WBE of the contract price for work to be performed. The Vendor shall submit an MBE/WBE Utilization Plan indicating how it proposes to meet these goals.

Certified MBE/WBE Contractors 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 herein, for purposes of this Contract, the Contract amount is the total amount that has been entered on the Price Compensation Schedule; and

Whereas, in no case shall such charges exceed the amount of \$500,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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; and

Whereas, this Contract is subject to the provisions included as General Conditions and is incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services and Specification
- Exhibit 2 Cook County Price Proposal
- Exhibit 3 Electronic Payables Program
- Exhibit 4 Identification of Subcontractor/Supplier/SubConsultant Form
- Exhibit 5 Evidence of Insurance
- Exhibit 6 Minority-Owned and Women-Owned Business Enterprise Utilization Plan
- Exhibit 7 Economic Disclosure Statement Forms
- Exhibit 8 Cook County Board of Commissioners Authorization

Attachment 1 City Of Chicago Contract No. 129972

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.

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.

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

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.

GC-10 CONTRACT AMENDMENTS

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

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

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

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

GC-11 DEFAULT

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

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

1. Failure to begin performance under the Contract within the specified time;

GC-11 DEFAULT (con't.)

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) \$500,000 each Accident
- (2) \$500,000 each Employee
- (3) \$500,000 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, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its 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.

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

GC-18 DELIVERY

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

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

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

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

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

I. POLICY AND GOALS

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

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

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

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Recitals.** 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.

- 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.

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

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.

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit 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.

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

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.

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

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.

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

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

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

GC-23 USE OF PREMISES

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

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

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

GC-24 GENERAL NOTICE (con't.)
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.

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.

GC-30 AUDIT; EXAMINATION OF RECORDS (con't.)

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.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be

applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

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

3. Federal Interest in Patents

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

4. Federal Interest in Data and Copyrights

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

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

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

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

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

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

13. Contract Work Hours and Safety Standards Act

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

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

execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

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

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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, 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)

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.

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

CONTRACT NO: 2123-18691

EXHIBIT 1

SCOPE OF SERVICES AND SPECIFICATION

SCOPE OF SERVICES

SC-01 SCOPE

The Bidder shall furnish Fuel for Various Cook County Agencies, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

The contract is effective from May 1, 2021 through May 20, 2025.

SC-03 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Bidder shall have a subcontracting goal of not less than twelve and one-half (12.5%) percent MBE and ten (10% percent WBE of the awarded contract price for work to be performed.

SC-04 GASOLINE & DIESEL FUEL TAXES

State and local governments are exempt from the Federal 18.4 cent per gallon gasoline, 13.2 cent per gallon gasohol and 24.4 cent per gallon diesel fuel tax. It is the responsibility of the vendor to provide and process the required exemption certificates, and to not invoice County agencies for the federal tax.

SC-05 PAYMENT

Payment to the Contractor shall be made after receipt of goods. All invoices must be accompanied by the appropriate Platt's Average Price Report indicating the price per gallon for the date of delivery. The successful bidder will supply each facility with the appropriate Platt's Average Price Report covering the date of delivery.

SC-06 TESTING

Cook County reserves the right to take random samples from product delivered and have an "Independent Test Laboratory" perform tests to determine the conformance to specifications. Gasolines which do not meet requirements of this specification shall be rejected, and when so ordered by the Chief Procurement Office, they shall be removed by the Contractor and shall be replaced with gasolines which meet the requirements within the delivery date specified at no additional cost to the County. If the Contractor fails to comply with these requirements, the contract may be terminated at the discretion of the Chief Procurement Officer.

SC-07 DELIVERY SCHEDULE

Fuel shall be delivered to the Customer's tank(s) by metered tank wagons or tank trucks within 48 hours after e-mail notification is received unless specified otherwise by the Department.

Delivery tickets stating number of gallons delivered shall be submitted to the designated Cook County representative at time of delivery. All bills of lading shall show net and temperature corrected gross gallons as loaded on transport truck at refining.

SC-08 DELIVERY TIME

If the Vendor fails to deliver fuel within the specified/instructed time period, the Chief Procurement Officer of Cook County reserves the right to purchase equivalent fuel on the Open Market and charge back the difference in cost to the Vendor. Cook County shall reimburse Vendor at published freight tariff rate when determined material could not be delivered as a result of error or omission committed by County.

SC-09 AFTER HOURS

No Deliveries at Cook County departments will be accepted after the time specified unless arrangements are made with the designated Cook County representative in advance. Late deliveries may be rejected at no cost or penalty to Cook County.

SC-10 QUANTITIES

The quantities shown on the proposal form are estimates only and may not be the actual quantities required during the life of this contract. The right is reserved therefore to increase or decrease the quantities at the contract price, at any time during the life of the contract to correspond to the actual needs of the County. Cook County will be obligated to order and pay for only such quantities as are needed from time to time, ordered, delivered, and accepted on orders issued by the Office of the Chief Procurement Officer.

SC-11 PRE-AWARD MEETING

The Contractor must attend a Pre-Award Meeting conducted at the time and place designated by Cook County, if required. All parties in the Contractor's organization having a supervisory or managerial role in this contract for Diesel & Unleaded Fuel shall be in attendance.

SC-12 INVOICING

Invoicing shall be based on the average Chicago price posted in the Platt's Average Price Report for the day on which the fuel was delivered. The Bidder shall add to this given price, his Markup as bid in this contract. The Markup, as bid, will remain fixed throughout the life of the Contract.

All invoices shall be submitted with the Platt's Average Price Report for the day in which the fuel was delivered, with the Platt's Average Price Report from that day highlighted. Invoices should be addressed to the appropriate Using Agencies as follows:

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS.
8900 W. 135TH STREET
ORLAND PARK ILLINOIS, 60462
ATTN: MERRI MOORE

SC-13 SHIPPING CHARGES

Freight shall conform to the published tariff rates. Terms of sale shall be F.O.B. Destination.

SC-14 COOK COUNTY DELIVERY SITES AND TANK CAPACITIES

I. COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

- A. All Cook County Department of Transportation and Highways Sites:
- B. Minimum Load Order Will Be 300 Gallons Per Location.
- C. Normal Delivery & Filling Working Hours Shall Be Monday Thru Friday, 7:00 A.M. to 3:00 P.M., excluding County Holidays.
- D. All Deliveries Shall Be Performed During Normal Working Hours.

- 1) Cook County Department of Transportation and Highways Facility #1
 2325 Meacham Road
 Schaumburg, Illinois
 Unleaded Tank Size: 2,500 Gallon Under Ground Fuel Tank

- 2) Cook County Department of Transportation and Highways Facility #2
 2101 Ballard Road
 Des Plaines, Illinois
 Unleaded Tank Size: 2,500 Gallon Under Ground Fuel Tank

- 3) Cook County Department of Transportation and Highways Facility #4
 8900 West 135th Street
 Orland Park, Illinois
 Unleaded Tank Size: 2,500 Gallon Under Ground Fuel Tank

- 4) Cook County Department of Transportation and Highways Facility #5
 13600 South Ashland Ave.
 Riverdale, Illinois
 Unleaded Tank Size: 2,500 Gallon Under Ground Fuel Tank

SC-15 CONTRACTOR’S RESPONSIBILITIES

When applicable the Contractor shall assume all responsibility and expense for obtaining any and all permits (fee or non-fee) and shall pay all taxes required in complying with City, Local, County, or State Laws, Code or Ordinances.

Any damage to County Property done during delivery and filling by the Contractors shall be immediately corrected, at the Contractor’s expense.

SPECIFICATIONS

ITEM NO. 1 AND ITEM NO. 2: UNLEADED GASOLINE

A. GASOLINE REQUIREMENTS

1. For all delivery sites requiring unleaded gasoline, the Contractor agrees to provide unleaded Gasoline E10 with an anti-knock index “(R+M)/2” of at least 87.
2. Whenever reference is made herein to any other standard regulation or method, it shall mean the latest revision thereof in effect at the time of the release of this Invitation for Bids and execution of contract documents.
3. The gasoline shall be volatile hydrocarbon fuels.
4. The gasoline must contain antiknock compounds, antioxidants, metal deactivators, corrosion inhibitors, deposit modifiers, deicers etc., which are normally provided in gasoline offered to the general public. The gasoline MAY contain no more than 10% ethanol, but absolutely no methanol. Whenever reference is made herein to any other specification standard regulation or method, it shall mean the latest revision thereof in effect at the time of invitation of bid.

B. GASOLINE BLEND

Gasoline and Gasoline-Oxygenate Blends (as defined in this regulation) shall meet or exceed the following requirements:

1. The most recent version of American Society for Testing and Materials (ASTM) D 4814, “Standard Specification for Automotive Spark-Ignition Engine Fuel,” except that volatility standards for conventional unleaded gasoline blended with ethanol and Environmental Protection Agency (EPA) specified State Implementation Plan (SIP) Gasoline with ethanol shall meet but not be more restrictive than those adopted under the rules, regulations, and Clean Air Act waivers of the U.S. Environmental Protection Agency (which includes rules promulgated by the State). Reformulated Gasoline and SIP Gasoline not specified with a waiver shall conform to all federal regulations and the most recent version of ASTM D 4814 without exception. Conventional Gasoline blended with ethanol shall be blended under any of the following three options:
2. The base gasoline used in such blends shall meet the requirements of ASTM D 4814, or
3. The blend shall meet the requirements of ASTM D 4814, or

4. The base gasoline used in such blends shall meet all the requirements of ASTM D 4814 except distillation, and the blend shall meet the distillation requirements of the ASTM specification.
5. Blends of conventional gasoline and ethanol and EPA specified SIP Gasolines with ethanol shall not exceed the ASTM D 4814 vapor pressure standards by more than 1.0 per square inch (psi) for blends containing 9 to 10 volume percent ethanol during the EPA vapor pressure control period and for all blends outside the EPA control period.
6. Blends of gasoline and ethanol shall not possess a 50% evaporated distillation temperature lower than 150°F for any ASTM D 4814 volatility class or the base gasoline shall not possess a 50% evaporated temperature lower than 170°F for any ASTM D 4814 volatility class.

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EXHIBIT 2

COOK COUNTY PRICE PROPOSAL

PRICE PROPOSAL

This is a Depends Upon Requirements Contract based upon the needs of Cook County and the Vendor's rates listed in this Price Proposal. The Total Not-To-Exceed Amount for this Contract is \$500,000.00.

<u>ITEM NUMBER</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1.	GALLON	150,000	<p>UNLEADED GASOLINE, DELIVERIES UNDER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.</p> <p><u>\$1.775/GALLON</u> UNLEADED PLATT'S</p> <p>+ <u>\$0.4925/GALLON</u> VENDOR MARKUP</p> <p>+ <u>\$0.387/GALLON</u> IL MOTOR FUEL TAX</p> <p>+ <u>\$0.06/GALLON</u> COOK COUNTY MOTOR FUEL TAX</p> <p>+ <u>\$0.008/GALLON</u> IL ENVIRONMENTAL IMPACT FEE</p> <p>+ <u>\$0.003/GALLON</u> IL STORAGE FEE</p> <p>+ <u>\$0.001/GALLON</u> FEDERAL LUST TAX</p> <p>+ <u>\$0.000/GALLON</u> FEDERAL OIL SPILL LIABILITY TRUST FUND FEE</p> <p>= <u>\$ 2.7265</u> PRICE PER GALLON</p>
2.*	GALLON	0	<p>UNLEADED GASOLINE, DELIVERIES OVER 3,000 GALLONS, AS PER SPECIFICATIONS HEREIN.</p> <p><u>\$1.775/GALLON</u> UNLEADED PLATT'S</p> <p>+ <u>\$0.1125/GALLON</u> VENDOR MARKUP</p> <p>+ <u>\$0.387/GALLON</u> IL MOTOR FUEL TAX</p> <p>+ <u>\$0.06/GALLON</u> COOK COUNTY MOTOR FUEL TAX</p>

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+ <u>\$0.008/GALLON</u>	IL ENVIRONMENTAL IMPACT FEE
+ <u>\$0.003/GALLON</u>	IL STORAGE FEE
+ <u>\$0.001/GALLON</u>	FEDERAL LUST TAX
+ <u>\$0.000/GALLON</u>	FEDERAL OIL SPILL LIABILITY TRUST FUND FEE
= \$ <u>2.3465</u>	PRICE PER GALLON

**The information is for informational purposes only. The Vendor shall honor its price provided herein should Cook County request the specified fuel.*

CONTRACT NO: 2123-18691

EXHIBIT 3

ELECTRONIC PAYABLES PROGRAM

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 4

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

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

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

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


Bid/RFP/RFQ No.: 2123-18691	Date: 3/16/2021
Total Bid or Proposal Amount: \$500,000	Contract Title: Unleaded Fuel
Contractor: Colonial Oil Industries, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Black Dog Petroleum, LLC
Authorized Contact for Contractor: Jim Mercer	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Amit Guari
Email Address (Contractor): coisales@colonialoil.com	Email Address (Subcontractor): amit@blackdogcorp.net
Company Address (Contractor): 101 N Lathrop Ave	Company Address (Subcontractor): 4226 Lawndale Ave
City, State and Zip (Contractor): Savannah, GA 31415	City, State and Zip (Subcontractor): Lyons, IL 60534
Telephone and Fax (Contractor): 800-944-3835	Telephone and Fax (Subcontractor): 877-617-4104
Estimated Start and Completion Dates (Contractor): 5/1/21-5/20/2025	Estimated Start and Completion Dates (Subcontractor): 5/1/21-5/20/2025

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supply and delivery of petroleum products	TBD/12.5%

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.**

Colonial Oil Industries, Inc.

Contractor	
James Mercer	
Name	
VP of Sales	
Title	
	3/16/2021
Prime Contractor Signature	Date

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

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

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


Bid/RFP/RFQ No.: 2123-18691	Date: 3/16/2021
Total Bid or Proposal Amount: \$500,000	Contract Title: Unleaded Fuel
Contractor: Colonial Oil Industries, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: G Cooper Oil Co Inc.
Authorized Contact for Contractor: Jim Mercer	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kelly Cooper
Email Address (Contractor): coisales@colonialoil.com	Email Address (Subcontractor): Kelly@cooperoil.net
Company Address (Contractor): 101 N Lathrop Ave	Company Address (Subcontractor): 15 N Main St Unit A
City, State and Zip (Contractor): Savannah, GA 31415	City, State and Zip (Subcontractor): Manteno, IL 60950
Telephone and Fax (Contractor): 800-944-3835	Telephone and Fax (Subcontractor): 815-459-6951
Estimated Start and Completion Dates (Contractor): 5/1/21-5/20/2025	Estimated Start and Completion Dates (Subcontractor): 5/1/21-5/20/2025

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supply and delivery of petroleum products	TBD/10%

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.**

Colonial Oil Industries, Inc.

Contractor	
James Mercer	
Name	
VP of Sales	
Title	
	3/16/2021
Prime Contractor Signature	Date

CONTRACT NO: 2123-18691

EXHIBIT 5

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2021

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 McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Ashley Brumlow
	PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: ashley.brumlow@mcgriff.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Everest National Insurance Company	
NAIC #	
10120	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 *Colonial Group, Inc. (continued on attachment)
 P.O. Box 576
 Savannah, GA 31402

COVERAGES

CERTIFICATE NUMBER: DM394BV5

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden & Accidental Pollution <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EN4GL00146-201 General Aggregate: Per Project & Per Location Aggregate \$4,000,000	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liab Aggregate \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EN4CA00088-201	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX00020-201	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N N / A			EN4WC00071-201*	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	GA, NC, & SC EXCESS WORKERS' COMPENSATION - INCL USL&H			EN4EWC00030-201*	06/30/2020	06/30/2021	WC Statutory Limits incl. \$ EL Each Accident \$ 1,000,000 EL Emp For Disease \$ 1,000,000 \$ \$

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

Sudden and Accidental Pollution is included in the General Liability.

*Indicates Named Insured is included on the Workers' Compensation Policy as listed on the attached Named Insured Continuation.

Re: CONTRACT NO. 2038-18359. Cook County, its officials, employees and agents are included as Additional Insured-primary and non-contributory by the General Liability for ongoing and completed operations and by the Automobile Liability policies if required by written contract. A Waiver of Subrogation is included by the Worker's Compensation policy in favor of the Additional Insured except where not permissible by law if required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

Cook County Office of the Chief Procurement Officer
 118 N. Clark Street, Room 1018
 Chicago, IL 60602

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



ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.		INSURED *Colonial Group, Inc. (continued on attachment)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 03/12/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Insured Name continued:

- *Colonial Chemical Solutions, Inc.
- *Colonial Energy, Inc.
- *Colonial Fuel and Lubricant Services, Inc.
- *Colonial Oil Industries, Inc.
- *CTI of North Carolina, Inc.
- *Enmark Stations, Inc.
- Colonial Terminals, Inc
- Colonial Towing, Inc.
- Colonial Compliance Systems, Inc.
- Georgia Kaolin Terminals, Inc.
- GKT Properties, Inc.
- Savannah Yacht Center, Inc.
- Colonial Bunkering, Inc.
- Chatham Towing Company, Inc.
- Colonial Carolina, Inc.
- Colonial Land-Carolina, Inc.
- Colonial Land Investment Company
- Colonial Marine Industries, Inc.
- 400 Telefair, Inc.

*Indicates Named Insured is included on the Workers' Compensation

CONTRACT NO: 2123-18691

EXHIBIT 6

**MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE
UTILIZATION PLAN**



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

CONTRACT COMPLIANCE DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLSER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

March 26, 2021

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

Re: Contract No. 2123-18691
Unleaded Fuel
Department of Transportation and Highways

Dear Mr. Sarrafian

The Office of Contract Compliance is in receipt of the above-reference contract and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Colonial Oil Industries
Contract Value: \$500,000.00
Contract Goal: 12.5% MBE, 10% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Black Dog Petroleum , LLC	MBE-8	City of Chicago	12.50%
G. Cooper Oil, Co.	WBE-7	City of Chicago	10.00%
			22.50% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/smp

cc: Ed Rendon, OCPO
Randy Piscitelli DOTD

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)

- 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 – available online at www.cookcountyil.gov/contractcompliance)
- 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. **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: Black Dog Petroleum, LLC
 Address: 4226 Lawndale Avenue
 E-mail: amit@blackdogcorp.com
 Contact Person: Amit Guari Phone: 877-617-4104
 Dollar Amount Participation: \$ TBD
 Percent Amount of Participation: 12.5 %
 *Letter of Intent attached? Yes No
 *Current Letter of Certification attached? Yes No

MBE/WBE Firm: _____
 Address: _____
 E-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 *Letter of Intent attached? Yes _____ No _____
 *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.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Black Dog Petroleum, LLC

Certifying Agency: _____

Contact Person: Amit Guari

Certification Expiration Date: _____

Address: 4226 Lawndale Avenue

Ethnicity: _____

City/State: Lyons, IL Zip: 60534

Bid/Proposal/Contract #: _____

Phone: 877-617-4104 Fax: _____

FEIN #: _____

Email: amit@blackdogcorp.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)*

Delivery of petroleum products

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

TBD Amount, 12.5% goal, Net 10 Day Payment Terms

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)

Signature (Prime Bidder/Proposer)

Amit Guari

James Mercer

Print Name

Print Name

Black Dog Petroleum LLC

Colonial Oil Industries, Inc.

Firm Name

Firm Name

3/22/21

3/16/2021

Date

Date

Subscribed and sworn before me

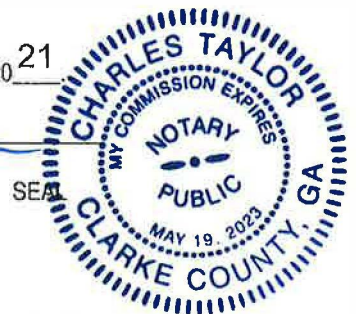
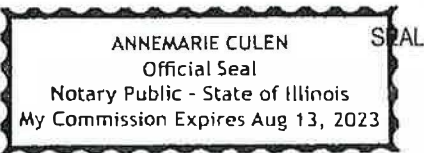
Subscribed and sworn before me

this 22nd day of March, 2021

this 16th day of March, 2021

Notary Public Ann Marie Cullen

Notary Public [Signature]



PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
 REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 15 2017

Amit Gauri
Black Dog Petroleum, LLC
1101 W. Lake Street
Chicago, IL 60607

Dear Amit Gauri:

The City of Chicago, your host agency, is pleased to notify you that your firm, **Black Dog Petroleum, LLC** has met the requirements for **Disadvantaged Business Enterprise ("DBE")** program certification in accordance with the governing federal regulations, 49 CFR Part 26.

This certification allows your firm to participate as an DBE in the Illinois Unified Certification Program ("IL UCP"). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra, and Pace.

To remain certified with the IL UCP you must submit a *No Change Affidavit* each year before your anniversary date. **Your anniversary date is November 15th.** Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

DEC 15 2017

NAICS Code(s):**324121 - Asphalt paving mixtures made from purchased asphaltic materials****424690 - Other Chemical and Allied Products Merchant Wholesalers****424690 - Antifreeze merchant wholesalers****424720 - Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)****484220 - Specialized Freight (except Used Goods) Trucking, Local**

This Directory is used by prime contractors/ consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).

DEC 15 2017

- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-4900.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/ sg



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)

- 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 – available online at www.cookcountyil.gov/contractcompliance)
- 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. **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: G Cooper Oil Co Inc
Address: 15 N Main St, Unit A Manteno, IL 60950
E-mail: kelly@cooperoil.net
Contact Person: Kelly Cooper Suppes Phone: 815-469-6951
Dollar Amount Participation: \$ TBD
Percent Amount of Participation: 10% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*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.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: G Cooper Oil Co Inc

Certifying Agency: City of Chicago

Contact Person: Kelly Cooper Suppes

Certification Expiration Date: 11/01/2021

Address: 15 N Main St, Unit A

Ethnicity: Caucasian

City/State: Manteno, IL Zip: 60950

Bid/Proposal/Contract #: _____

Phone: 815-469-6951 Fax: 815-907-7724

FEIN #: 36-3167982

Email: kelly@cooperoil.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)*

Delivery/Supply of petroleum products

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

TBD Amount, 10% goal, Net 10 Day Payment Terms

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]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Kelly Cooper Suppes
Print Name

James Mercer
Print Name

G Cooper Oil Co Inc
Firm Name

Colonial Oil Industries, Inc.
Firm Name


03/25/2021
Date

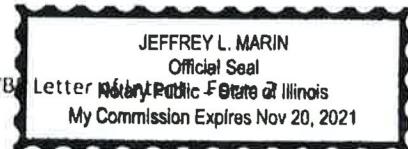
3/16/2021
Date

Subscribed and sworn before me
this 25th day of March, 2021

Subscribed and sworn before me
this 25th day of March, 2021

Notary Public [Signature]
SEAL

Notary Public [Signature]
SEAL


M/WBE Letter Notary Public State of Illinois
My Commission Expires Nov 20, 2021


PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV 10 2020

Kelly Cooper-Suppes
G. Cooper Oil Company dba Cooper Oil, Co.
15 N. Main St., Unit A
Manteno, Illinois 60

Re: Change in Address

Dear Ms. Cooper-Suppes:

We are pleased to inform you that we have updated your certification to reflect your firms change in address. **G. Cooper Oil Company dba Cooper Oil, Co.** continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/1/2021**. Your firm's five year certification will expire on **11/1/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/1/2021**.

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.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** 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; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to 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)**.

OMU

Be advised that 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:

423830- Pumps and Pumping Equipment

423840- Barrels, New and Reconditioned, Merchant Wholesaler

423840- Drums, New and Reconditioned, Merchant Wholesaler

424710- Bulk Gasoline Stations: Distributor of Bulk Stations, Petroleum, Fuel Stations and Terminals, Gasoline Stations and Terminals, Liquefied Petroleum Gas, Lubricating Oils and Grease

424720- Fuel Oil Merchant: Gasoline, Liquefied Petroleum Gas, Lubricating Oils and Grease Merchant

484220- Tanker Trucking

Your firm's participation on City contracts will be credited only toward **WBE** 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,



Shannon E. Andrews
Chief Procurement Officer

SEA/fn

CONTRACT NO: 2123-18691

EXHIBIT 7

ECONOMIC DISCLOSURE STATEMENT FORMS PLAN

**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.

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 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

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:

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:

N/A

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 Colonial Oil Industries, Inc.

D/B/A: _____ FEIN # Only: 58-0524236

Street Address: 101 North Lathrop Avenue

City: Savannah State: GA Zip Code: 31415

Phone No.: 800-944-3835 Fax Number: 912-238-0340 Email: coisales@colonialoil.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Colonial Group, Inc.	101 N Lathrop Ave, Savannah, GA 31415	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
John Rettiger	101 N Lathrop Ave, Savannah, GA 31415	President	2017 - Present
Christian Demere	101 N Lathrop Ave, Savannah, GA 31415	CEO	2021 - Present
Jim Mercer	101 N Lathrop Ave, Savannah, GA 31415	VP Sales	1983 - Present

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

James Mercer

VP Sales

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

Title

James Mercer

3/16/2021

Signature

Date

coisales@colonialoil.com

800-944-3835

E-mail address

Phone Number

Subscribed to and sworn before me
this 16th day of March 2021.

My commission expires:

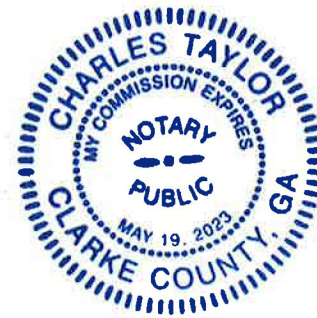
X

Charles Taylor

Notary Public Signature

5/19/2023

Notary Seal



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.

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"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 Colonial Group, Inc.

D/B/A: _____ FEIN # Only: 58-2063421

Street Address: 101 North Lathrop Avenue

City: Savannah State: GA Zip Code: 31415

Phone No.: 800-944-3835 Fax Number: 912-238-0340 Email: coisales@colonialoil.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Robert H. Demere, Jr.	101 N Lathrop Ave, Savannah, GA 31415	73.4% (direct and indirect)

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Robert H. Demere, Jr.	101 N Lathrop Ave Savannah GA 31415	Chairman	Indefinite
Christian B. Demere	101 N Lathrop Ave Savannah GA 31415	President	Indefinite
Clayton D. Chesire	101 N Lathrop Ave Savannah GA 31415	EVP, Finance	Indefinite
J Ryan Chandler	101 N Lathrop Ave Savannah GA 31415	VP	Indefinite

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

Robert H. Demere, Jr.

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

Robert H. Demere, Jr.

Signature

coisales@colonialoil.com

E-mail address

Chairman

Title

3/16/2021

Date

800-944-3835

Phone Number

Subscribed to and sworn before me
this 16th day of March, 2021.

My commission expires:

X

Charles Taylor

Notary Public Signature

5/19/2023

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

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

Name of Person Doing Business with the County: Colonial Oil Industries, Inc.

Address of Person Doing Business with the County: 101 N Lathrop Ave, Savannah, GA 31415

Phone number of Person Doing Business with the County: 800-944-3835

Email address of Person Doing Business with the County: coisales@colonialoil.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
James Mercer, 800-944-3835, coisales@colonialoil.com

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 preceding 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: 2123-18691

Supply and delivery of petroleum products

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ TBD 500,000

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: _____

Ed Rendon, Sr. Contract Negotiator, Office of the Chief Procurement Officer, (312) 603-6824

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: _____

Randy Piscitelli, Road Equipment Supervisor II, Dept. of Transportation & Highways (708) 388-2134

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*

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*
---	--	--	----------------------------------

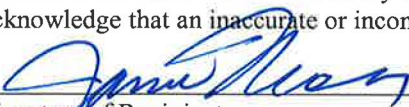
N/A

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*
--	--	--	----------------------------------

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*
--	--	--	----------------------------------

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

3/16/2021

 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: ~~2008-18691~~ 2123-18691

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Colonial Oil Industries, Inc.

Substantial Owner Complete Name: Colonial Group, Inc.

FEIN# 58-0524236

Date of Birth: _____ E-mail address: coisales@colonialoil.com

Street Address: 101 N Lathrop Ave

City: Savannah State: GA Zip: 31415

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

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

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* YES or **NO**
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* YES or **NO**
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* YES or **NO**
- Employee Classification Act, 820 ILCS 185/1 et seq.,* YES or **NO**
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* YES or **NO**
- Any comparable state statute or regulation of any state, which governs the payment of wages* YES or **NO**

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: *James Mercer* Date: 3/16/2021

Name of Person signing (Print): James Mercer Title: VP Sales

Subscribed and sworn to before me this 16th day of March, 2021

X *Charles Taylor*
Notary Public Signature

Notary Seal

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



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: 2123-18691

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Colonial Group, Inc.

Substantial Owner Complete Name: Robert H. Demere, Jr.

FEIN# 58-2063421

Date of Birth: [REDACTED]

E-mail address: coisales@colonialoil.com

Street Address: 101 N Lathrop Ave

City: Savannah

State: GA

Zip: 31415

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

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

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

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

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

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

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: _____

Date: 3/16/2021

Name of Person signing (Print):

Robert H. Demere, Jr

Title:

Chairman

Subscribed and sworn to before me this 16th day of March, 2021

X

Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Colonial Oil Industires, Inc.

Corporation's Name

800-944-3835

Telephone

[Handwritten Signature]

Secretary Signature

[Handwritten Signature]

James Mercer

President's Printed Name and Signature

coisales@colonialoil.com

Email

3/16/2021

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 March, 2021

[Handwritten Signature]

Notary Public Signature



My commission expires:

5/19/2023

Notary Seal

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

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

Raffi
Sarraffian

Digitally signed by Raffi
Sarraffian
Date: 2021.04.26
16:09:23 -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

2123-18691

Contract #

May 1, 2021 through May 20, 2025

Original Contract Term

Renewal Options (If Applicable)

\$500,000.00

Contract Amount

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

APR 15 2021

COM _____

CONTRACT NO: 2123-18691

EXHIBIT 8

COOK COUNTY BOARD OF COMMISSIONERS AUTHORIZATION



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 21-2330 **Version:** 1 **Name:** Colonial Oil Industries, Inc., Savannah, Georgia
Type: Contract **Status:** Approved
File created: 3/22/2021 **In control:** Board of Commissioners
On agenda: 4/15/2021 **Final action:** 4/15/2021
Title: PROPOSED CONTRACT

Department(s): Cook County Department of Transportation and Highways

Vendor: Colonial Oil Industries, Inc., Savannah, Georgia

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

Good(s) or Service(s): Unleaded Fuel

Contract Value: \$500,000.00

Contract period: 5/1/2021-5/20/2025

Potential Fiscal Year Budget Impact: FY 2021 \$100,000.00 FY 2022 \$100,000.00. FY 2023 \$125,000.00 FY 2024 \$125,000.00 FY 2025 \$50,000.00

Accounts: 11856.1500.15675.540146

Contract Number(s): 2123-18691

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: The Department of Transportation and Highways respectfully requests approval of the proposed new contract for Unleaded Fuel with Colonial Oil Industries, Inc., Savannah, Georgia. This contract is for the Department of Transportation and Highways. This contract is needed for the continuation of unleaded gasoline supplies/services as it is imperative to the County's daily and emergency road maintenance operations to ensure safety of the motoring public.

This Contract is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Colonial Oil Industries, Inc. was previously awarded a contract through a public competitive bidding process with the City of Chicago, Illinois. Cook County wishes to leverage this procurement effort.

Sponsors:

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

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

4/15/2021 1 Board of Commissioners

PROPOSED CONTRACT

Department(s): Cook County Department of Transportation and Highways

Vendor: Colonial Oil Industries, Inc., Savannah, Georgia

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

Good(s) or Service(s): Unleaded Fuel

Contract Value: \$500,000.00

Contract period: 5/1/2021-5/20/2025

Potential Fiscal Year Budget Impact: FY 2021 \$100,000.00 FY 2022 \$100,000.00. FY 2023 \$125,000.00 FY 2024 \$125,000.00 FY 2025 \$50,000.00

Accounts: 11856.1500.15675.540146

Contract Number(s): 2123-18691

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

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Summary: The Department of Transportation and Highways respectfully requests approval of the proposed new contract for Unleaded Fuel with Colonial Oil Industries, Inc., Savannah, Georgia. This contract is for the Department of Transportation and Highways. This contract is needed for the continuation of unleaded gasoline supplies/services as it is imperative to the County's daily and emergency road maintenance operations to ensure safety of the motoring public.

This Contract is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Colonial Oil Industries, Inc. was previously awarded a contract through a public competitive bidding process with the City of Chicago, Illinois. Cook County wishes to leverage this procurement effort.

CONTRACT NO: 2123-18691

Attachment 1

CITY OF CHICAGO CONTRACT NO. 129972

Contract Summary Sheet

Contract (PO) Number: 129972

Specification Number: 1196861

Name of Contractor: COLONIAL OIL INDUSTRIES, INC.

City Department: DEPARTMENT OF ASSETS INFORMATION AND SERVICES

Title of Contract: 1196861: FURNISHING AND DELIVERY OF PROFESSIONAL FUEL SUPPLY, DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE FOR THE CITY OF CHICAGO

Term of Contract: **Start Date:** 05/21/2020

End Date: 05/20/2025

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$ 47,662,131.00

Brief Description of Work: 1196861: FURNISHING AND DELIVERY OF PROFESSIONAL FUEL SUPPLY, DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE FOR THE CITY OF CHICAGO

Procurement Services Contract Area: COMMODITIES

Please refer to the DPS website for Contact information under "Doing Business with the City".

Vendor Number: 10553547

Submission Date: 05/29/2020



Commodities Solicitation #7228,1 (BID)
Supplier Name: COLONIAL OIL INDUSTRIES, INC. Response# 278182

**1196861: FURNISHING AND DELIVERY OF PROFESSIONAL FUEL SUPPLY,
DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE FOR
THE CITY OF CHICAGO**

Specification Number:1196861

Required for use by: DEPT OF ASSETS INFORMATION AND SERVICES

Bid/Proposal Submittal Date and Time: 11:00 AM Central Time, 12-MAR-2020

Deadline for Questions: 04:00 PM Central Time, 27-FEB-2020

Buyer: STEWART, STACY

Email Address: Stacy.Stewart@cityofchicago.org

Phone Number: 3127442681

Pre-Solicitation Conference Date and Time: 10:00 AM Central Time, 18-FEB-2020

Pre-Solicitation Conference Location: City of Chicago City Hall, Bid & Bond Room 103

Site Visit Date & Time: N/A

Site Visit Location: N/A

Response Status **Active**

Your response has been submitted to:

<http://www.cityofchicago.org/eProcurement>
iSupplier vendor portal registration is required.
Allow 3 business days to complete registration.

LORI E. LIGHTFOOT
MAYOR

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

Specification Number: 1196861

Type of Funding:

Title: 1196861:DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE

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1 Header Information

1.1 General Information

Title **1196861:DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE**
 Description **1196861: FURNISHING AND DELIVERY OF PROFESSIONAL FUEL SUPPLY, DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE FOR THE CITY OF CHICAGO**
 Amendment Date **06-MAR-2020 11:06:31**
 Amendment Description **Clarification No. 1**
 Preview Date **07-FEB-2020 10:23:22** Open Date **07-FEB-2020 10:30:00**
 Close Date **11:00 AM Central Time, 12-MAR-2020** Award Date **Not Specified**
 Time Zone **Central Time** Buyer **STEWART, STACY**
 Quote Style **Sealed** Email **Stacy.Stewart@cityofchicago.org**
 Event **Commodities** Outcome **Blanket Purchase Agreement**

1.2 Terms

Effective Start Date **Not Specified** Effective End Date **Not Specified**
 Ship-To Address **038-0030** Bill-To Address **038-0030**
30 N. LA SALLE ST. **30 N. LA SALLE ST.**
ROOM 300 **ROOM 300**
Chicago, IL **Chicago, IL 60602-2500**
60602-2500 **United States**
 Payment Terms **IMMEDIATE** Carrier
 FOB Freight Terms
 Response Valid Until **12-JUN-2020** Reference Number
 Total Agreement Amount (USD) **Not Specified** Minimum Release Amount (USD) **Not Specified**

1.3 Requirements

KEY SOLICITATION PARAMETERS
CITY BUSINESS PREFERENCE: YES Type No Response Required
LOCAL MANUFACTURE PREFERENCE: YES Type No Response Required
ALTERNATIVE FUEL VEHICLE PREFERENCE: YES Type No Response Required
CONTRACT SPECIFIC GOALS: 25% MBE; 5% WBE Type No Response Required
FUNDING SOURCE: CORPORATE Type No Response Required
FUND NUMBER: 20-100-38-4253-0315 AND VARIOUS Type No Response Required

KEY SOLICITATION PARAMETERS
DPS UNIT: COMMODITIES Type No Response Required
EXHIBITS: YES Type No Response Required Value Type Numeric Value only
MAPS: YES Type No Response Required Value Type Numeric Value only
CONTRACT TERM: 36 MONTHS Type No Response Required
PRE-BID/PRE-PROPOSAL CONFERENCE: YES Type No Response Required
BIDDER EXCEPTIONS
Any deviations from or exceptions to any provisions or requirements of the bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted here or in an attachment, with the exact nature of the change outlined in sufficient detail, and as provided in the contract terms and conditions "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection of its bid. Type Optional <i>Your response value:</i> Bid subject to credit review as City financials become available. Enter the EDS number from your EDS Certificate and attach the certificate. Value Type Numeric Value only <i>Your response value:</i> 150,086
COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
This is a checklist of all supporting documents that must be attached to your bid response. Attach all documents specified below. After attaching, click "YES" to indicate that the attachment was completed. Type No Response Required
- Proposal Page completed, signed and notarized - (ALL) Acceptable Values YES NO <i>Your response value:</i> YES
- Proposal To Be Completed By a Corporation - (ALL)

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
Acceptable Values YES NO <i>Your response value:</i> YES
- Proposal To Be Completed By a Partnership - (ALL) Acceptable Values YES NO <i>Your response value:</i> NO
- Proposal To Be Completed By a Joint Venture - (ALL) Acceptable Values YES NO <i>Your response value:</i> NO
- Proposal To Be Completed By a Sole Proprietor - (ALL) Acceptable Values YES NO <i>Your response value:</i> NO
- Bid Execution Page - (ALL) Acceptable Values YES NO <i>Your response value:</i> YES
- Request for a reduction or waiver of MBE/WBE goals - (ALL) Acceptable Values YES NO <i>Your response value:</i> NO
- Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS) - (ALL) Acceptable Values YES NO

<p>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</p>
<p>..... Your response value: YES</p>
<p>- Certificate of Insurance</p> <p>..... Acceptable Values YES NO</p> <p>..... Your response value: YES</p>
<p>BID INCENTIVE / PREFERENCE AFFIDAVIT(S)</p> <p>..... Type No Response Required</p>
<p>- Local Manufacture Affidavit - (ALL)</p> <p>..... Acceptable Values YES NO</p> <p>..... Your response value: NO</p>
<p>- Chicago Business Affidavit - (ALL)</p> <p>..... Acceptable Values YES NO</p> <p>..... Your response value: NO</p>
<p>- Small Business/Veterans Preference Joint Venture - (ALL)</p> <p>..... Acceptable Values YES NO</p> <p>..... Your response value: NO</p>
<p>- Alternately Powered Vehicles affidavit - (ALL)</p> <p>..... Acceptable Values YES NO</p> <p>..... Your response value: NO</p>
<p>- Manuals, Certificates, Applications(if required)</p> <p>..... Acceptable Values YES NO</p>

<p>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</p>
<p>..... Your response value: YES</p>
<p>- Bidder Contact Information - (ALL)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p>Your response value: YES</p>
<p>- Bidder qualifications and/or certifications, permits, licenses, vehicle stickers, etc. (if required)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p>Your response value: YES</p>
<p>M/WBE DOCUMENTS</p> <p>.....</p> <p>Type No Response Required</p>
<p>- Schedule B - MBE/WBE Affidavit of Joint Venture - (ALL)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p>Your response value: NO</p>
<p>- Schedule C-1 - MBE/WBE Letter of Intent To Perform As a Subcontractor or Supplier - (ALL)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p>Your response value: YES</p>
<p>-Schedule D-1 - Compliance Plan Regarding MBE and WBE Utilization - (ALL)</p> <p>.....</p> <p>Acceptable Values YES NO</p> <p>.....</p> <p>Your response value: YES</p>
<p>- Request for Full or Partial Waiver - (ALL)</p> <p>.....</p> <p>Acceptable Values YES NO</p>

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
..... Your response value: NO
- Letters of Certification for all M/WBE's - (ALL)
..... Acceptable Values YES NO
..... Your response value: YES

1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
Attachment 00 - Clarification No. 1	File	Attachment 00 - Clarification No. 1
Attachment 01 - Bid Execution Pages	File	Attachment 01 - Bid Execution Pages
Attachment 02 - Scope of Work	File	Attachment 02 - Scope of Work
Attachment 03 - M/WBE Special Conditions (Goals)	File	Attachment 03 - M/WBE Special Conditions (Goals)
Attachment 04 - Chicago Based Business Affidavit	File	Attachment 04 - Chicago Based Business Affidavit
Attachment 05 - Economic Disclosure Statement and Affidavit (EDS)	File	Attachment 05 - Economic Disclosure Statement and Affidavit (EDS)
Attachment 06 - Alternative Powered Vehicle Affidavit	File	Attachment 06 - Alternative Powered Vehicle Affidavit
Attachment 07 - Bidder Contact Information	File	Attachment 07 - Bidder Contact Information
Attachment 08 - BEPD	File	Attachment 08 - BEPD
Attachment 09 - Bidders Commitment to Provide Locally Manufactured Goods	File	Attachment 09 - Bidders Commitment to Provide Locally Manufactured Goods
Attachment 10 - Mentoring Program Bid Preference Affidavit	File	Attachment 10 - Mentoring Program Bid Preference Affidavit
Attachment 11 - Small Business Veteran Owned Business Ent JV	File	Attachment 11 - Small Business Veteran Owned Business Ent JV
Attachment 12 - Sexual Harassment Policy Affidavit	File	Attachment 12 - Sexual Harassment Policy Affidavit
Attachment 13 - Diverse Management	File	Attachment 13 - Diverse Management

1.4.2 Supplier Attachments

Name	Data Type	Description
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&	Web Page	

Name	Data Type	Description
cocTxnId=iKEBVuJRbgeTarcTeTh7E1LUtayBaXWh		
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=Xpqp0wqScSbo5A78qXnSk44kkPvbfcb1	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=dL7kbZXgALUGz7XFjnmZBmQj6oojPPzd	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=JY5yFEmDFiy29deGxTXLstE4inf5zXo9	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=kiICA96tYWnbmXrgdZrim35HC96zVEX	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=Jjg1QNYhhDFPt2ZEZoZEQLhyiJorvq0J	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=fICvYaKIRuh3wxaCO5gsnGUYkzv03lg	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=AQu5QDqXOkaWcx2H5iA6gfGnl6Nd6T6u	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=lcNv6T9fviPdeetcvzeo1jUZ1xpSXqHg	Web Page	
/OA_HTML/OA.jsp?OAFunc=COC_FNET_VIEW_ATTACHMENT&retainAM=Y&cocTxnId=y1ymzFMWdS4lbbkihXEsJQoWraaFMJCq	Web Page	

1.5 Response Rules

- Solicitation is restricted to invited suppliers
- Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- Suppliers are allowed to respond to selected lines
- Suppliers are allowed to provide multiple responses
- Buyer may close the solicitation before the Close Date
- Buyer may manually extend the solicitation while it is open

2 Price Schedule**2.1 Line Information**

Display Rank As **No indicator displayed**
 Ranking **Price Only**
 Cost Factors **None**
 Response Total (USD) **47,662,131.00**

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
1 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: PLATTS AVERAGE PRICE PER / GALLON	4050230102	15,600,000	Gallon	1.5308	23,880,480.00
2 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: TRUCK TRANSPORT DELIVERY MARK-UP	4050230104	15,000,000	Gallon	0.1327	1,990,500.00
3 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: TANK WAGON DELIVERY MARK-UP	4050230106	300,000	Gallon	0.1917	57,510.00
4 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: CITY PICK-UP MARK-UP	4050230108	300,000	Gallon	0.0817	24,510.00
5 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 85: PLATTS AVERAGE PRICE PER/GALLON	4050230110	6,600,000	Gallon	1.5495	10,226,700.00
6 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 85: TRUCK TRANSPORT DELIVERY MARK-UP	4050230112	5,550,000	Gallon	0.2117	1,174,935.00
7 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 85: TANK WAGON DELIVERY MARK-UP	4050230114	750,000	Gallon	0.2617	196,275.00
8 ETHANOL - REFORMULATED	4050230116	300,000	Gallon	0.1487	44,610.00

Specification Number: 1196861

Type of Funding:

Title: 1196861:DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
GASOLINE - 87 OCTANE E - 85: CITY PICK UP DELIVERY MARK-UP					
9 VARIOUS FUEL TAXES AND FEES - ILLINOIS MOTOR FUEL PER GALLON	4059910 152	22,200,000	Gallon	0.38	8,436,000.00
10 VARIOUS FUEL TAXES AND FEES - COOK COUNTY MOTOR FUEL PER GALLON	4059910 154	22,200,000	Gallon	0.06	1,332,000.00
11 VARIOUS FUEL TAXES AND FEES - ILLINOIS ENVIRONMENTAL IMPACT FEE PER / GALLON	4059910 156	22,200,000	Gallon	0.008	177,600.00
12 VARIOUS FUEL TAXES AND FEES - ILLINOIS STORAGE FEE PER / GALLON	4059910 158	22,200,000	Gallon	0.003	66,600.00
13 VARIOUS FUEL TAXES AND FEES - FEDERAL LEAKING UNDERGROUND STORAGE TANK (LUST) TAX FREE PER/GALLON	4059910 160	22,200,000	Gallon	0.001	22,200.00
14 VARIOUS FUEL TAXES AND FEES - FEDERAL OIL SPILL LIABILITY TRUST FUND FEE PER/GALLON FOR ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10	4059910 162	15,600,000	Gallon	0.001929	30,092.40
15 VARIOUS FUEL TAXES AND FEES - FEDERAL OIL SPILL LIABILITY TRUST FUND FEE PER/GALLON FOR ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 8.5	4059910 164	6,600,000	Gallon	0.000321	2,118.60



Colonial Oil Industries, Inc.

A Subsidiary of Colonial Group, Inc.

May 12, 2020

City of Chicago

**1196861: FURNISHING AND DELIVERY OF PROFESSIONAL FUEL SUPPLY,
DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE FOR
THE CITY OF CHICAGO**

Solicitation #7228,1

Subject: Price Extension

To: Ms. Stacy - City of Chicago, Department of Procurement Services

Colonial Oil Industries, Inc. agrees to hold the prices offered, in response to the City of Chicago's solicitation referenced above, an additional 30 days from the date of this letter.

Best regards,

A handwritten signature in blue ink, appearing to read "James Mercer".

James Mercer
Vice President

2.2 Line Details**2.2.1 Line 1 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: PLATTS AVERAGE PRICE PER / GALLON**

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.2 Line 2 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: TRUCK TRANSPORT DELIVERY MARK-UP

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.3 Line 3 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: TANK WAGON DELIVERY MARK-UP

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.4 Line 4 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10: CITY PICK-UP MARK-UP

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.5 Line 5 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 85: PLATTS AVERAGE PRICE PER/GALLON

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.6 Line 6 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 85: TRUCK TRANSPORT DELIVERY MARK-UP

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.7 Line 7 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 85: TANK WAGON DELIVERY MARK-UP

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.8 Line 8 ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 85: CITY PICK UP DELIVERY MARK-UP

Category	40502..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.9 Line 9 VARIOUS FUEL TAXES AND FEES - ILLINOIS MOTOR FUEL PER GALLON

Category	40599..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.10 Line 10 VARIOUS FUEL TAXES AND FEES - COOK COUNTY MOTOR FUEL PER GALLON

Category	40599..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.11 Line 11 VARIOUS FUEL TAXES AND FEES - ILLINOIS ENVIRONMENTAL IMPACT FEE PER / GALLON

Category	40599..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.12 Line 12 VARIOUS FUEL TAXES AND FEES - ILLINOIS STORAGE FEE PER / GALLON

Category	40599..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.13 Line 13 VARIOUS FUEL TAXES AND FEES - FEDERAL LEAKING UNDERGROUND STORAGE TANK (LUST) TAX FREE PER/GALLON

Category	40599..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.14 Line 14 VARIOUS FUEL TAXES AND FEES - FEDERAL OIL SPILL LIABILITY TRUST FUND FEE PER/GALLON FOR ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 10

Category	40599..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.15 Line 15 VARIOUS FUEL TAXES AND FEES - FEDERAL OIL SPILL LIABILITY TRUST FUND FEE PER/GALLON FOR ETHANOL - REFORMULATED GASOLINE - 87 OCTANE E - 8.5

Category	40599..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

Contract Terms and Conditions

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Terms and Conditions

1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

1.1. The Bid Documents

The Bid Documents means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and/or iSupplier system and incorporated by such reference, in connection with an invitation for bids or proposals and include the various components of the solicitation which include the Cover Page, Legal Advertisement Notice, these Contract Terms and Conditions, the Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, and all other attachments as listed in Header Information, "Attachments" section, and any and all Clarifications and Addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents, together with the Bidder Responses, become the Contract Documents. Refer to Section "Standard Terms and Conditions", subsection "General Provisions", "Definitions" for definitions of the terms used herein.

1.2. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda.

Documents may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL:

<http://www.cityofchicago.org/eProcurement>

Click on "Current Bids."

In order to receive notice of clarifications and addenda, Bidders must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Bidders up for notifications.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists go to "Get Started Online" and search by the specification number.

1.3. Clarifications and Addenda

The City will send an email notification to suppliers who have signed up for notifications that an addendum or clarification has been issued. The Clarifications and Addenda are incorporated into the electronic bid document available at the following URL:

www.cityofchicago.org/eProcurement

There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Receipt of Clarifications and Addenda can be acknowledged through iSupplier. Acknowledgement of Clarifications and/or Addenda is mandatory to submit a Bid. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

1.4. Examination of the Bid Documents and Work Site

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could

have reasonably been discovered through a site inspection or examination of the Bid Documents. The Contractor will not be paid additional compensation due to failure to account in its bid and in the Bidder Documents for conditions that may be observed by a site visit. If the site for the work or contract performance is not accessible to the public during normal business hours, instructions for obtaining access, including a date and time for guided visits, is set out on the Cover Page.

1.5. Pre-Bid Conference

If a pre-bid conference will be held to answer questions regarding the Bid Documents, it will be held on the date and time stated on the Cover Page of the Bid Documents.

If a pre-bid conference will be held, attendance is strongly encouraged. The Chief Procurement Officer or his/her representative, as well as representatives from the City Department for which the Bid Documents have been issued will comprise the panel to respond to Bidders' questions. The pre-bid conference may be recorded by DPS.

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid.

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding the Bid Documents or procurement process may be directed to the Procurement Specialist/Senior Procurement Specialist in iSupplier via online discussion or via email at the email address listed on the Cover Page of the Bid Documents.

The Bidder Inquiry Deadline is listed on the Cover Page of the Bid Documents under "Deadline for Questions."

Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may rely only on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers are not binding upon the City.

1.7. Exceptions

Any deviations from or exceptions to any provisions or requirements of the Bid Documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted on an attachment uploaded in the iSupplier system, with the exact nature of the change outlined in sufficient detail, and as provided below under "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made.

An alternate bid may be submitted in iSupplier in the following way: 1) Answer "Yes" to "Are you including an alternate bid?" in Header Information", "Requirements"" section, "Bidder Questions". 2) Enter your alternate bid price(s) in the space(s) provided in Header Information", "Requirements"" section, "Bidder Questions" 3) Enter \$0.01 as the price for all bid lines in iSupplier, and 4) upload your alternate bid as an iSupplier attachment clearly marked "Alternate Bid" with a file name and description of "Alternate Bid". Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to or deviates from any provision or requirement of the Bid Documents, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exception(s) or deviations to be material.

1.8. Taxes Included in Bid Prices

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable federal, state and local taxes, direct or indirect, in their Bid Prices.

1.9. Bid Prices Must Incorporate All Costs

Specification Number:
Type of Funding:
Title:

Bid prices must incorporate all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit that are required to comply with the Bid Documents.

1.10. Completion of the Bid Documents

Bids for this Specification should be submitted electronically through iSupplier. Each Bidder must complete all of the applicable forms listed in the Header Information, "Requirements" section, "Bid Submittal Checklist" subsection of this solicitation and scan and upload them as attachments to the electronic bid submission via iSupplier. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and in any case will not be binding upon the City.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature (whether electronic or physical), represent(s) and warrant(s) to the City that such individual(s) is(are) authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Physical signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

1.11. Conflicts of Interest

If any Bidder (or any member of the limited liability company or any partner in a joint venture or partnership or any member of a form of partnership, such as but not limited to, a limited partnership or limited liability partnership) has assisted the City in the preparation of these Bid Documents such that provision of such assistance would give Bidder an unfair advantage or otherwise impair the integrity of the procurement process, or if Bidder has an organizational conflict of interest that might compromise Bidder's ability to perform the contract, that Bidder may be disqualified from bidding. If applicable, Bidder must provide a statement and information disclosing its participation with respect to the Bid Documents and/or potential organizational conflicts of interest.

1.12. Required Forms and Fees

1.12.1. MBE/WBE Program

The goals for MBE and WBE participation are set forth in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents. The rules, regulations, and forms for achieving these goals are set forth in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment ("M/WBE Special Conditions").

• Schedule B: Affidavit of Joint Venture (if applicable)

If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE certified firms to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• Schedule C-1

If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• Schedule D-1

If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed,

notarized, scanned and uploaded as an attachment to the electronic bid submission.

• **Request for a Reduction or Waiver of the MBE/WBE Goals** If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE and WBE firms that will achieve compliance with the MBE/WBE goals, the Bidder must, as required by the MBE/WBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/WBE Special Conditions scanned and uploaded as an attachment to the electronic bid submission including but not limited to notification to an assist agency.

1.12.2. Performance and Payment Bonds

If a performance and payment bond is required, failure to provide the required bond within the required time period when requested will result in rejection of the bid and forfeit of the bid deposit, if a deposit was required. The forfeiture shall not limit any other City remedies against the Bidder. Performance and payment bonds must be in the form specified by the City, a specimen of which will be attached to the Bid Documents as an exhibit or available from the Bid & Bond Room.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at www.fms.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the CPO, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

If a performance and payment bond is required to be provided prior to contract award, it will be indicated in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents.

1.12.3. Other Required Forms and Documents

Other forms required to be submitted electronically with the Bid prior to the Bid Opening Date are affidavits for applicable bid preferences and:

- Insurance Certificate of Coverage
- Compliance Forms for MBE/WBE or DBE (USDOT funded contracts only if applicable)
- Bid prices submitted for all Lines as required
- Bid Execution Proposal Pages

1.12.4. Economic Disclosure Statement and Affidavit

Bidders must complete an online EDS prior to the Bid Opening Date. A Bidder who does not file an electronic EDS prior to the Bid Opening Date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online and print a Certificate of Filing prior to the Bid Opening Date, the City will accept a paper EDS provided written justification is provided explaining the Bidder's good faith efforts to complete it before the Bid Opening Date and the reasons why it could not be completed. The EDS and instructions for completing the EDS are available at the following URL: www.cityofchicago.org/EDS.

NOTE:

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS for another matter (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.

When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

The web link for the Online EDS is <https://www.cityofchicago.org/EDS>. Click "Get Started Online" to go to the Online EDS home screen. Answers to frequently asked questions (FAQs) may be found by clicking "FAQs" at the home screen . Detailed instructions may be found by clicking "Online EDS Manuals" at the home screen.

Upon completion of the online EDS submission process, the Bidder will be provided an EDS number and will be able to save a PDF copy of the Certificate of Filing. Bidder must provide this number in the Header Information, "Requirements"

section, "Bidder Questions" subsection of the Bid Documents. The Certificate must be uploaded as an attachment to the electronic bid submission.

1.13. Trade Names and Substitutions

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to indicate to prospective bidders those product(s) that have been deemed by the City to be satisfactory. The Bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the Chief Procurement Officer.

A Bidder that chooses to respond to this solicitation for bids with alternate product(s) from those specified in the solicitation, must identify such alternate items with its Bid with a detailed explanation and documentation in support of how the alternate items proposed by the Bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes:

A) Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:

i) Product identification, including manufacturer's name and address.

ii) Manufacturer's literature identifying:

a) Product description

b) Reference standards

c) Performance and test data

iii) Samples, as applicable

iv) Name and address of similar projects on which the product has been used, and date of usage.

B) Itemized comparison of the proposed alternate item with product or service specified; listing of significant variations.

A Bidder warrants and represents that in making a formal request for substitution with alternate items that:

- The proposed alternate item is equivalent to or superior in all respects to the product specified, and
- The same warranties and guarantees will be provided for the alternate item as for the product specified.

The CPO may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the solicitation. 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.

1.14. Authorized Dealer/Distributor

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bidder's compliance with these requirements will be determined by the CPO, whose decision will be binding.

1.15. Estimated Quantities

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Price Schedule, subheading "Line Information", any quantities shown under "Target Quantity" on the Lines represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be

necessary to meet its needs.

The City will only be obligated to order and pay for such quantities as are from time to time ordered on Blanket Releases issued directly by the Department, performed and accepted, and compliant with the Contract Documents.

1.16. Submission of Bids

1.16.1. Date, Time, and Place

Bids are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the Bid Documents, or any addendum issued by the City to change such Bid Opening Date. No bid will be accepted after the Bid Opening Date. The time of the receipt of the bid will be determined solely by the "Time of Quote" generated by the iSupplier system.

1.16.2. Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Restricted Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

- A. Mark the first page of the attachment for which confidentiality is being sought as follows: "This attachment includes trade secrets or other proprietary data."
- B. Mark each sheet of Restricted Data with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the first page of this attachment."
- C. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.)
- D. Attach a copy of redacted attachment for each attachment for which confidentiality is being sought to the electronic bid submission.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "Confidential," will be disclosed pursuant to a request under the Freedom of Information Act, valid subpoena, or other legal requirement. Bidder agrees not to pursue any cause of action against the City with regard to disclosure of information.

1.17. Withdrawal of Bids

Bidders may withdraw their Bid at any time prior to the Bid Opening Date. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Bid & Bond Room or submitted to DPS via the eNotification system. Thereafter, the Bidder may not withdraw or cancel its Bid for a period of 90 calendar days after the Bid opening date except as permitted by the Bid Documents. The successful bidder may not withdraw, cancel, or modify its Bid after having been notified by the CPO that the Bid has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.18. Bid Opening

Bids will be opened and read publicly in the Bid & Bond Room by the Department of Procurement Services immediately after the Bid Opening Date has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determine the

lowest responsive and responsible bidder and whether a contract will be awarded.

Bid tabulations are public information and are posted on the City's website www.cityofchicago.org/BidTab. URL is case sensitive. Select "Get Started Online" and search by specification number.

1.19. Effective Term of Bid

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid Opening Date. The City may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension. This request and the bidder consent may be sent via messages between the City and the bidder using the iSupplier online discussion function.

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

DPS will review Bids to determine whether they conform to the requirements of the Bid Documents.

The Bidder must bid all Line Items set forth on the Lines, except to the extent that the Bid Documents expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award provision, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

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 item 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 sole discretion and authority, is materially unbalanced.

Cash billing discounts offered will not be considered in the evaluation of bids.

1.20.2. Determination of Responsibility

The determination of the responsibility of a Bidder is within the sole discretion and authority of the Chief Procurement Officer.

The Chief Procurement Officer may request any Bidder to submit such additional information pertaining to the Bidder's responsibility as the Chief Procurement Officer deems necessary. Failure to comply with any such request will result in a finding of non-responsibility and rejection of the Bid.

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or other government entity, or has failed to perform faithfully any previous contract with the City.

The Bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of ability to perform the Contract and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.21. Rejection of Bids and Waiver of Informalities

Specification Number:
Type of Funding:
Title:

The Chief Procurement Officer, in his/her sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids submitted in response to any Invitation for Bids. The Chief Procurement Officer, in his/her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.22. Statutory Adjustments to the Bid

1.22.1. City-based Businesses (Chicago Business Preference)

For purposes of this section only, the following definitions shall apply:

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City-resident employee" means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"City resident" has the meaning ascribed to the term in Section 2-92-330.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city- based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of (i) four percent of the contract base bid, or (ii) six percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees, or (iii) eight percent of the contract base bid, if such prime contractor is eligible an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated in the Header Information, "Requirements" section, "Key Solicitation Parameters" of the Bid Documents.

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 of the MCC will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

The prime contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the prime contractor's records shall be granted to the CPO, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The prime contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the contract.

Upon completion of the work, any prime contractor that has failed to remain a city-based business, or if applicable, a city-based business eligible for a four-percent, six-percent or eight-percent bid preference, for which a bid preference was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to remain a city-based business, or if applicable, a city-based business eligible for a four-percent, six-percent or eight percent bid preference, throughout the duration of the contract period.

1.22.2. Locally Manufactured Goods

For purposes of this section only, the following definitions shall apply:

“City-based manufacturer” means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

“Contract for Goods” means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a “contract” does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670 of the MCC.

“Locally manufactured goods” means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

“Manufacture” means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a contract for goods having an estimated contract value of \$100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated in Header Information, “Requirements” section, "Key Solicitation Parameters" subsection of the Bid Documents and shall consist of the following:

Total Dollar Value of Locally Manufactured Goods Provided in the Contract	Bid Incentive
25% to 49%	1% of the contract base bid
50% to 74%	1.5% of the contract base bid
75% or greater	2% of the contract base bid

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods.

Upon completion of the work, any contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

1.22.3. Alternatively Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section "Alternatively Powered Vehicles Bid Incentive" only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

- (A) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or
- (B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or
- (C) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or
- (D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine

substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the MCC.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the MCC.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the MCC.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions in the bid amount.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the MCC, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

(A) Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(B) As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(D) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

(E) Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

(F) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such

inconsistency is not permitted under law or the home rule powers of the city.

1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures

For purposes of this section only, the following definitions shall apply:

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Eligible joint venture" means an association of one or more small local business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Local business enterprise" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), which has the majority of its regular, full time work force located within the Six County Region.

"Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Prime contractor" means a person who is the primary contractor on a contract.

"Small business enterprise" means: (i) for a construction business enterprise, a small business enterprise, as the term is defined in MCC 2-92-670; or (ii) for a non-construction business enterprise, a business enterprise which is not an established business, as the term is defined in MCC 2-92-640.

"Small local business enterprise" ("SBE") means a local business enterprise which is also a small business enterprise.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; and (2) has been: (i) certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) certified by the County of Cook as a veteran business enterprise; (iii) certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business.

"Veteran-owned small local business" ("VBE") means a business that is both a veteran-owned business enterprise and a small local business enterprise, and which has been certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-950 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does

not affect the contract price.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive and be prepared to comply with the self-performance requirements, which in some circumstances affect the calculation of MBE and WBE participation toward contract goals when a small business enterprise involved in receiving this incentive is also a certified MBE or WBE.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

1.22.5. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)

For purposes of this section only, the following definitions shall apply:

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder has entered into a mentoring agreement or that the bidder's subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement, at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

1.22.6. Bid Incentive to Encourage Diverse Management and Workforce (Section 2-92-407 of the Chicago Municipal Code)

Specification Number:
Type of Funding:
Title:

For purposes of this section only, the following definitions shall apply:

"Contract" means the contract, purchase order or agreement awarded by the City and whose cost is to be paid from funds belonging to or administered by the City; provided that the term "Contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Diverse" means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

"Prime Contractor" means the Contractor and does not include any subcontractors.

"Management" means business owners, partners and any others who have a fiduciary duty to the business.

"Workforce" means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

Total % of Contractor Management That Is Diverse	Bid Incentive
10% to 20%	0.5% of the contract base bid
Greater than 20% up to 40%	2% of the contract base bid
Greater than 40%	4% of the contract base bid
Total % of Contractor Workforce That Is Diverse	Bid Incentive
10% to 20%	2% of the contract base bid
Greater than 20% up to 40%	4% of the contract base bid
Greater than 40%	6% of the contract base bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder of Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

1.22.7. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)

1.22.7.1. Policy and Terms

Specification Number:
 Type of Funding:
 Title:

It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with MCC 2-92-337 et seq., Regulations Governing Certification of Business Enterprises owned by People with Disabilities, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Contract. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

1.22.7.2. Definitions

For purposes of this section only, the following definitions apply:

(A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

(B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

(C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

1.22.7.3. Commitments

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

% of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.

1.22.7.4. Records and Reports

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

1.22.8. Child Support Arrearage

Pursuant to Section 2-92-415 of the MCC, an eight percent (8%) penalty will be applied to the Bids of Bidders whose substantial owners, as defined in the Code, are in arrears on court-ordered child support payments and who have not entered into an agreement for payment or are otherwise not in compliance with the order. The penalty will pertain to the Bid only, and will not affect the contract price or payments under the Contract. This penalty does not apply to federally-funded contracts.

1.22.9. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 III. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the USDOT.

1.23. Consideration of Bids

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any contract subsequently awarded. The CPO reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the City will be served by such action.

1.24. Bid Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 806, 121 North LaSalle Street, Chicago, Illinois 60602. iSupplier should not be used for transmitting bid protests or claims.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the CPO undertake.

Copies of the Bid Protest Procedures (entitled Department of Procurement Services Solicitations and Contracting Process Protest Procedures) are available at the Bid & Bond Room and on the DPS website www.cityofchicago.org/procurement under "Rules, Regulations and Ordinances" then under the link marked "Solicitation and Contracting Process Protest Procedures."

1.25. Basis of Award

In the event that a contract is awarded pursuant to this specification, the Chief Procurement Officer will award such contract to responsible bidder submitting the lowest responsive bid, including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents.

Contractor's bid pricing must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Contract.

1.26. Award of Contract; Notice of Award

Upon the acceptance of the Bid and award and execution of a contract by the City pursuant to the Bid Documents, the Bid and the Bid Documents become the Contract Documents, which collectively comprise the Contract.

The Department of Procurement Services will, by written notice, notify the Bidder that is, per the Basis of Award provision, the lowest responsive and responsible Bidder of the City's award of a Contract.

1.27. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For the purposes of this Title VI Solicitation Notice, "disadvantaged business enterprises" include MBE and WBE firms certified under Chapter 2-92 of the Municipal Code of Chicago.

1.28. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Bidder shall scan and upload the affidavit to its electronic bid submission via iSupplier.

1.29. Policy Regarding Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder's Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant's wage or salary history.

2. STANDARD TERMS AND CONDITIONS

2.1. General Provisions

2.1.1. Definitions

"**Addendum**" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"**Attachments**" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and/or iSupplier system and incorporated by such reference, in

connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and/or iSupplier system and incorporated by reference, all Bidder responses to the Bid Documents must be submitted by a bidder on the Bid Opening Date.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations. The "Bid Opening Date" may also be referred to as the "Supplier Response Start Date," or the "Bid/Proposal Submittal Date."

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"Bidder Responses" means all data entered and attachments uploaded by the Bidder into the iSupplier system in response to the Bid Documents.

"Business Day" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.

"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"Commissioner" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Cover Page" means the first page of the PDF version of the bid solicitation available for download from the iSupplier system. The Cover Page specifies the name of the solicitation, the specification number, the buyer, contact information, bid opening date, and pre-submittal conference information.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"Header Information" refers to the Section 1 of the PDF solicitation which contains several subsections, "Requirements", further divided into "Key Solicitation Parameters", "Bidder Questions", and "Commodities/Work Services/Heavy Equipment/Small Orders/Construction/JOC Checklist"; and "Attachments." When the solicitation is open for response in the iSupplier, the system displays the Header Information under the "Header" tab.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"iSupplier" refers to the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Online Discussions" refers to the electronic messaging functionality built into the iSupplier system.

"Party" or collectively **"Parties"** refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

2.1.2. Incorporation of Attachments

Attachments listed in the Header Information, "Requirements" section, "Attachments" subsection of the Bid Documents are incorporated by reference and made a part of this agreement.

2.1.3. Interpretation of Contract

2.1.3.1. Order of Precedence

The order of precedence of the component contract parts will be as follows:

- Terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document or otherwise;
- Terms and Conditions and form provisions relating to this procurement type;
- Attachment 02: Detailed Specification;
- All other parts of this Contract, including but not limited to the Header Information, "Requirements" section and the other Attachments.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

2.1.3.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required," "as directed," "as permitted," and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved," "acceptable," "satisfactory," and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary," "proper," or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

2.1.3.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

2.1.3.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

2.1.4. Subcontracting and Assignment

2.1.4.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent and subsequent assignment relieve the Contractor from its obligations under the Contract, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

2.1.4.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations under the Contract, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website at:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

2.1.4.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

2.1.4.4. City's Right to Assign

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

2.1.4.5. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.1.5. Contract Governance

2.1.5.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

2.1.5.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

2.1.5.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

2.1.5.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third

party beneficiary rights for subcontractors or other third parties.

2.1.5.5. Independent Contractor

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor performs under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City, and

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

2.1.5.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide, upon request, satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

2.1.5.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

2.1.5.8. Notices

All communications and notices to the City from the Contractor, unless otherwise provided for, must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

Pre-award communications may also be sent via iSupplier online discussion.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed, electronically communicated in iSupplier via online discussions or mailed first class, postage prepaid to the Contractor, care of the name and to the address provided by the Bidder in Response to the Header Information, "Requirements" section, "Bidder Questions" subsection of the Bid Documents.

2.1.5.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

2.1.5.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of times the City may have waived the performance, requirement, or condition.

2.1.5.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

2.1.5.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Such purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

2.1.6. Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.1.7. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

2.1.8. Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

2.2. Compensation Provisions

2.2.1. Ordering, Invoices, and Payment

2.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the Department. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

2.2.1.2. Invoices

If required by the Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Lines or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

2.2.1.3. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

2.2.1.4. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP").

Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate with a copy to the department at the "Bill-To" Address specified on the department's Purchase Order.

Invoices for any City department other than the Department of Aviation:

Invoices

City of Chicago, Office of the City Comptroller

121 N. LaSalle St., Room 700, City Hall

Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation

10510 W. Zemke Blvd.

P.O. Box 66142

Chicago, IL 60666

Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

2.2.1.5. Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may

include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

2.2.1.6. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

2.2.1.7. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

2.2.1.8. Audits

2.2.1.8.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

2.2.1.8.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If Contractor fails to reimburse the City in accordance with the foregoing, Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees, and it will be an event of default under this Contract.

2.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on a monthly basis, email and/or fax notifications will

be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, as instructed.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All confirmations must be reported monthly. Contractor and Subcontractor reporting to the C2 system must be completed monthly or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

2.2.3. Prompt Payment to Subcontractors

2.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of all these Subcontractor Prompt Payment provisions - Subcontractor Payment Reports, Prompt Payment to Subcontractors, Incorporation of Prompt Payment Language in Subcontracts, Reporting Failures to Promptly Pay Subcontractors, Whistleblower Protection - in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

2.2.3.2. Payment to Subcontractors Within Seven Days

Provided the Subcontractor's performance has met the terms of the Contract Documents and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents. **Within 7 days** after receiving payment from the City, the Contractor must make payment to such Subcontractor.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers as required after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

2.2.3.3. Reporting Failures to Promptly Pay Subcontractors

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

In the event that a Contractor fails to make payment to a Subcontractor as required, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Pro

mtly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

2.2.3.4. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to the Contract provision under the heading "Reporting Failures to Promptly Pay". Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in the Contract provision entitled "Events of Default and Termination", including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

2.2.3.5. Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

2.2.3.6. Amount of Liquidated Damages

Upon receipt of a report of a failure to pay a Subcontractor or materials supplier as required by the Contract, the City will issue notice to the contractor and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment as required in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

1. First Unexcused Report: \$50
2. Second Unexcused Report: \$100
3. Third Unexcused Report: \$250
4. Fourth Unexcused Report: \$500

2.2.3.7. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for

purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

2.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction means any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

2.3. Compliance With All Laws

2.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

2.3.2. Certification of Compliance with Laws

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

2.3.3. Non-discrimination in Employment

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is

called to: Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

2.3.4. General Federal Non-Discrimination Requirements

2.3.4.1. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following clauses "Compliance with Federal Nondiscrimination Requirements" through "Incorporation of Provisions".

2.3.4.2. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time (Acts and Regulations), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

2.3.4.3. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

2.3.4.4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

2.3.4.5. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

2.3.4.6. Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

2.3.4.7. Incorporation of Provisions

The contractor will include the provisions of the Contract provisions under the headings "Compliance With All Laws" through "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2.3.5. Other Non-Discrimination Requirements

2.3.5.1. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 III. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

2.3.5.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability". 44 Ill. Admin. Code 750.120. When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

2.3.5.3. State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract. E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the

subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

2.3.5.4. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.3.5.5. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

2.3.5.6. Business Enterprises Owned by People With Disabilities

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

2.3.6. Wages

2.3.6.1. Priority of Wage Rates

Contractor must pay the highest of (1) Illinois prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

2.3.6.2. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate minimum hourly wage (the "Minimum Wage") to be paid to employees of City contractors and subcontractors performing work on City contracts.

Contractor must comply with Mayoral Executive Order 2014-1 and any applicable rules or regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2019 is **\$14.10 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Every July 1, the Minimum Wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or around June 1, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractor's operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as provided in the following sentence, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor and any Subcontractors must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor and any Subcontractors must pay the prevailing wage.

2.3.6.3. Living Wage Ordinance

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and rules and/or regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2019 the Base Wage is \$12.88. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2019, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

2.3.6.4. Chicago Paid Sick Leave Ordinance

The City's Paid Sick Leave ordinance, published in the June 22, 2016 *Journal of the Proceedings of the Chicago City Council*, pages 27188 –27197, and codified at MCC 1-24-045, became effective July 1, 2017.

Contractor understands that, to the extent that the ordinance applies to its activities, it must comply with the ordinance.

2.3.6.5. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

2.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

2.3.7.1. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following sections "Business Relationships With Elected Officials" through "Lobbyists".

2.3.7.2. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

2.3.7.3. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the

State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state, or federal government agency from doing business with such government agency, for any reason or offense set forth in sections (a), (b), or (c) of this paragraph, or substantially equivalent reason or offense, for the duration of the debarment by such government agency.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

2.3.7.4. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

2.3.7.5. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

2.3.7.6. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

2.3.8. Restrictions on Business Dealings

2.3.8.1. No financial interests by City officials and employees

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

2.3.8.2. Conflicts of Interest

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently has no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting, or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

2.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor

or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

2.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

(a) the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

(b) the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

2.3.10. Other City Ordinances and Policies

2.3.10.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

2.3.10.2. City Hiring Plan Prohibitions

A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

2.3.10.3. Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

2.3.10.4. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

2.3.10.5. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

2.3.10.6. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

2.3.10.7. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

2.3.10.8. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

For purposes of this section, the following definitions shall apply:

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contractor" means the person to whom a contract is awarded.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

"Subcontractor" means any person that enters into a contract with a contractor to perform work on a contract.

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Contractor's affidavit is attached hereto in the Exhibit titled "Sexual Harassment Policy Affidavit".

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

2.3.10.9. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

(2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

2.3.11. Compliance with Environmental Laws and Related Matters

2.3.11.1. Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

2.3.11.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

2.3.11.3. Compliance With Environmental Laws

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

2.3.11.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

2.3.11.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

2.3.11.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph and "Environmental Claims and Related Matters", Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following: (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract; (ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

2.3.11.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

2.3.11.8. Environmental Claims and Related Matters

Within 24 hours of receiving, or of any subcontractor's receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

2.3.11.9. Preference for Recycled Materials

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

2.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;

7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;

11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;

11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements; and

11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and

may further affect the Contractor's eligibility for future contract awards.

2.4. Contract Disputes

2.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

1. The Claim is made in good faith;
2. The Claim's supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
3. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
4. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

2.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Rules of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

<https://www.chicago.gov/content/dam/city/depts/dps/RulesRegulations/DisputeRegulations.DPS.01.30.2019.pdf>

2.5. Events of Default and Termination

2.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

A: Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Contract including the following:

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
2. Failure to have and maintain all professional licenses required by law to perform the Services;
3. Failure to timely perform the Services;
4. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to

perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

5. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
6. Discontinuance of the Services for reasons within Contractor's reasonable control;
7. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
8. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City;
9. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold;
10. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements;
11. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations, and
12. Failure to comply with any other term of the Contract Documents, including the provisions concerning insurance and nondiscrimination.

2.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted or the cure period has expired without an event of default having been cured, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract.

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

2.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

1. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor;
2. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
3. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
4. The right to seek money damages;
5. The right to withhold all or any part of Contractor's compensation under this Contract;
6. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

2.5.4. Non-Exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

2.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

2.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

2.6. Department-specific Requirements

2.6.1. Department of Aviation Standard Requirements

2.6.1.1. Department of Aviation Standard Requirements

For purposes of the following sections "Confidentiality of Airport Security Data" through "General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)" apply to any Contractor that has access to Airport facilities in the performance of the Contract. For purposes of these Sections, "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago. "Airside" means generally, those areas of an Airport which requires a person to pass through a security checkpoint to access; references to "sterile areas" generally mean Airside areas within terminal buildings, and references to "Airfield", "Aircraft Operations Area", "AOA", or "Secured areas" generally mean outdoor Airside areas or areas not accessible to passengers.

2.6.1.2. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport

Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

2.6.1.3. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

2.6.1.4. Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

1. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

2. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
3. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
4. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
5. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

2.6.1.5. General Requirements Regarding Airport Operations

2.6.1.5.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

2.6.1.5.2. Interruption of Airport Operations

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

2.6.1.5.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

2.6.1.5.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

2.6.1.5.5. Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

2.6.1.6. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2.6.2. Emergency Management and Communications (OEMC) Security Requirements

2.6.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

2.6.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

2.6.2.3. Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

1. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
2. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
3. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
4. All required City stickers and State Vehicle Inspection stickers must be valid.
5. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

6. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

2.6.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

2.6.2.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

2.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

2.6.4. Department of Water Management ("DOWM") Security Requirements

2.6.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required.

Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their

respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

2.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

2.6.4.3. Security Badges and Vehicle Permits

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

1. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
2. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

3. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
4. All required City stickers and State Vehicle Inspection stickers must be valid.
5. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
6. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

2.6.4.4. Gates and Fences

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

2.6.4.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

3. TERMS FOR SUPPLY CONTRACTS

3.1. Blanket Releases / Purchase Orders

Unless otherwise provided in the Scope of Work and Detailed Specifications, orders for products to be provided under this Contract will be in the form of a written City of Chicago Blanket Release (a.k.a. purchase order, purchase order release, sub-order, or sub-order release) that will be issued by the Department and sent to the Contractor. Blanket Releases will indicate the specification number, Contract/purchase order number, product description, quantities ordered for each line item, unit cost, total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery.

For Blanket Releases issued before a price increase effective date, if this Contract provides for price increases, Contractor must honor Contract prices listed on the Blanket Release, even if the Blanket Release specifies multiple shipments with delivery dates that are scheduled after the effective date of the price increase.

The Contractor must not honor any verbal order(s) or make any deliveries without receipt of a written Blanket Release issued by the Department. Any items provided by the Contractor without a written Blanket Release are made at the Contractor's risk. Consequently, in the event a written Blanket Release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any items provided without a written Blanket Release.

3.2. Delivery and Acceptance

3.2.1. Delivery

Specification Number:
Type of Funding:
Title:

As stated above, Contractor must not make any deliveries without a written City of Chicago Blanket Release issued by the appropriate department. Upon receipt of a Blanket Release, deliveries must be made to the location(s) listed in the Scope and Detailed Specifications or other location specified by the Commissioner or CPO in the written purchase order. Unless otherwise clearly and specifically provided in the Detailed Specifications or the written purchase order, all deliveries will be F.O.B. destination (City of Chicago).

Contractor understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Contract and will not relieve the Contractor of its obligation to supply satisfactory goods which conform to the Contract.

3.2.2. Inspection and Defects

The City will have the right to inspect any products to be provided by Contractor under this Contract. Upon delivery of the products, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with specifications. The Contractor's representative may be present for the initial examinations. This does not limit the City's right to conduct subsequent inspection of the products delivered.

If defects or omissions are discovered in the initial or subsequent inspections, the City may exercise any or all of the following remedies, in addition to any other remedies specified in this agreement:

- Refuse acceptance of any/all units.
- Require the Contractor to make corrections at Contractor's expense, either on-site or at Contractor's place of business, whether or not the term of the Contract has expired.
- Require the Contractor to replace the units at Contractor's expense.
- Require the Contractor to reimburse the City for the cost of inspection.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming items within seven (7) business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

3.2.3. Shipment errors

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at Contractor's expense, any un-ordered products, over-shipments of product, or products that otherwise do not comply with the applicable purchase order within forty-eight (48) hours after notification by the Department. Contractor must promptly supply any under-shipment of product promptly after notification by the Department.

The City of Chicago will not be subject to restocking charges due to shipment errors.

Repeated errors in shipments will be an event of default under this Contract.

3.2.4. Acceptance

Products provided under this Contract will be deemed to be accepted by the City thirty days after delivery, unless previously rejected. The City may revoke acceptance if items are later discovered to be non-conforming or if the non-conformity is not remedied by the Contractor as expected by the City, even if the value of the item(s) is not substantially decreased due to the non-conformity.

3.3. Unspecified Items

Any items and services not specifically listed herein may be added to this Contract if it falls within the same general category of items/services already specified in the Contract. Pursuant to 2-92-646 of the Municipal Code of Chicago, the lifetime,

aggregate value of the City's purchase of any items/services added to this Contract pursuant to this provision must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the unspecified items which are necessary and request a written price proposal for the addition of the item(s) to this Contract under the same terms and conditions of the original Contract. Upon receipt of a price proposal, the Department will forward the request and proposal to the Chief Procurement Officer for approval to add the unspecified item(s) to the Contract. Such item(s) may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in writing. The Chief Procurement Officer reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner that serves the best interest of the City.

Any such unspecified item(s) delivered by the Contractor, without a written approval and modification of the Contract signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of fully signed Contract modification approving the unspecified item(s).

3.4. Quality, Source, Substitution, and Labeling

3.4.1. Quality

Product must conform to any industry standards specified in the Detailed Specifications as well as the best industry practices and standards with respect to quality of materials and workmanship. Unless otherwise specified in the Detailed Specifications, all products provided must be new and in conformance with the Contract and acceptable in every detail to the Commissioner. If requested, the Contractor must certify to the Commissioner that all products to be provided comply with all Contract requirements. Only products which conform to the quality requirements of the Contract will be accepted.

3.4.2. Source

The Contractor must promptly notify the Commissioner upon request, of the source (or sources) from which the Contractor expects to obtain the products. The source(s) of supply, including the manufacturer, must not be debarred from contracting or otherwise be ineligible to contract with the City.

If sources are found to be unacceptable at any time or fail to be the source of products satisfactory to the Commissioner, the Contractor must furnish products from other, acceptable sources.

3.4.3. Substitution

In cases of product unavailability or other conditions beyond the control of the Contractor arising after contract award, Contractor may request to provide substitutes for the products specified in the Contract Documents.

Each request for substitution must be submitted separately and must include sufficient information that, in the Commissioner's sole judgment and discretion, enables the Commissioner to determine the suitability of the proposed substitute for the specified product. The information must include:

1. Product identification, including manufacturer's name and address.
2. Manufacturer's literature including:
 - Product description
 - Reference standards
 - Performance and test data
3. Samples, as applicable. Samples must be at no charge and will not be returned.
4. Name and address of similar user of the product and date of usage.
5. Itemized comparison of the proposed alternate item with specified item listing significant variations.

The Contractor warrants and represents that in making a formal request for substitution that: (1) the proposed substitution is equivalent to or superior in all respects to the product specified; (2) the same warranties and guarantees will be provided for the substitute as for the product specified. Any additional cost, or any loss or damage, arising from the substitution of any products for those specified shall be borne by the Contractor.

The Commissioner may, in his or her sole discretion, accept an alternate product for a specified product, provided the

alternate product is, in the Commissioner's sole opinion, the equivalent of the product specified in the Detailed Specifications. The Commissioner will not entertain more than one request for substitution per year except in cases of product unavailability or other conditions beyond the control of the Contractor.

3.4.4. Testing Laboratory Labels

All products containing electrical wiring must conform to the City Electrical Code, which requires such products to be approved and so labeled by a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010.

3.5. Manufacturer's Warranty & Product Information

Contractor must have, and must demonstrate upon request or as required by the Detailed Specifications, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the items to be provided under this agreement. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the products provided under this Contract in accordance with the standard warranty regularly provided by the OEM for that product, unless the Detailed Specifications call for a different warranty.

3.6. Contractor's Warranties

The Contractor warrants that the title to the products to be provided under this agreement is good and its transfer is rightful, and that the products will be delivered to the City free from all liens or any security interest or other encumbrance.

In addition to all warranties that may be implied by law, the items shall conform to specifications, drawings, and other requirements in the Detailed Specifications and shall be free from defects in materials and workmanship. Contractor also warrants that they will be free from defects in design except to the extent that they are non-standard products manufactured pursuant to detailed designs furnished by the City and the defect is in the portion of the design furnished by the City. Such warranties, including warranties implied by law, shall run to City, its successors, assigns, customers, and to users of the goods.

4. DETAILED SPECIFICATIONS

4.1. General

The detailed specification can be found in Attachment 02: Detailed Specifications and is incorporated here by reference.

4.2. Funding

The source of funds for payments under this Contract is specified in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

4.3. MBE/WBE Program

The goals for MBE and WBE participation are set forth in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents. The rules, regulations, and forms for achieving these goals are set forth in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment ("M/WBE Special Conditions").

• **Schedule B: Affidavit of Joint Venture** (if applicable)

If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE certified firms to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• **Schedule C-1**

If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• **Schedule D-1**

If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• **Request for a Reduction or Waiver of the MBE/WBE Goals** If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE and WBE firms that will achieve compliance with the MBE/WBE goals, the Bidder must, as required by the MBE/WBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/WBE Special Conditions scanned and uploaded as an attachment to the electronic bid submission including but not limited to notification to an assist agency.

4.4. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)

4.4.1. Definitions

For purposes of this section, the following definitions shall apply:

"Commissioner of AIS" means the City's Commissioner of Assets Information and Services.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of AIS.

4.4.2. Safety Enhancing Requirements

Specification Number:
Type of Funding:
Title:

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

(A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.

(B) Left and right side convex mirrors; and

(C) At least one crossover mirror on the passenger side.

4.4.3. Phase-In Period

Except when a Contractor or a Subcontractor is granted a waiver pursuant to MCC 2-92-597(g), the Safety Enhancing Requirements set forth above shall apply to:

(A) one-fourth of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2018 but before July 1, 2019;

(B) one-half of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2019 but before July 1, 2020;

(C) three-fourths of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2020 but before July 1, 2021;

(D) all of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2021.

4.4.4. Compliance

Contractor shall submit a written compliance plan to the Commissioner of AIS with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of AIS, the contractor must submit to the Commissioner of AIS, in a form and manner provided by the CPO, a report that includes the following:

(A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;

(B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);

(C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and

(D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

4.4.5. Time Extension and Annual Waiver Requests

Upon a written request, accompanied by a compliance plan, of a Contractor or Subcontractor of a Contract entered on or before December 31, 2018, the CPO, in consultation with the Department, may grant a time extension of not more than six months for compliance with the requirements of MCC 2-92-597 with regard to the Contract.

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

4.4.6. Costs

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

4.4.7. Enforcement

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010.

4.5. Technical Requirements

The technical requirements are found in Attachment 02: Detailed Specifications and are incorporated here by reference.

4.6. Additional Requirements

4.6.1. Contract Term

4.6.1.1. Initial Term

The Initial Term for this Contract is specified as the Contract Term in Header Information, "Requirements" section, "Key Solicitation Parameters" subsection unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

4.6.1.2. Term Extension

The City has the option to unilaterally extend the term of this Contract following the expiration of the Initial Term, for up to thirty-six (36) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The option may be exercised as a single thirty-six month extension or as up to three separate extensions, each with a term no less than twelve months.

Before the expiration of the Initial Term, or if previously extended, the expiration of the term as extended, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

4.6.2. Authorized Dealer

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the [Click here and type name of PRODUCT]. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.

4.6.3. No Price Adjustments

Pricing will be fixed and firm for the duration of this Contract.

5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

5.1. General

The special conditions regarding minority business enterprise commitment and women business enterprise commitment for commodities or services can be found in Attachment 03: MWBE Special Conditions and is incorporated here by reference.

6. INSURANCE REQUIREMENTS

6.1. Insurance to be Provided

6.1.1. Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

6.1.2. Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease -policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

6.1.3. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services, or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

6.1.4. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites including loading and unloading. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

6.1.5. Property

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented or used by Contractor.

6.2. Additional Requirements

Evidence of Insurance. The Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of the Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. The Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. The Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contractor any limitation placed on the indemnity in this Contract given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled to the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in the section titled "Insurance to be Provided." The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in section titled "Insurance to be Provided." Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and named the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this section "Additional Requirements." When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City's Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

MARCH 6, 2020
CLARIFICATION NO. 1
DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE (E-PROCUREMENT)
SPECIFICATION NO. 1196861

For which bids are scheduled to open in the Bid & Bond Room 103, City Hall, 121 N. LaSalle Street Chicago, Illinois 60602, at 11:00 a.m., on March 12, 2020.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS CLARIFICATION IN THE SPACE PROVIDED ON THE BID EXECUTION PAGE

I. QUESTION & ANSWERS

1. Are M/WBE vendors, which are subcontracted as "fuel providers," to use their own leased and/or owned trucks to furnish and deliver fuel so that a "commercially useful function" is provided (as stated in the City of Chicago Rules for M/WBE owned businesses)?

[Please see City of Chicago's definition of "commercially useful function" <https://www.chicago.gov/content/dam/city/depts/dol/rulesandregs/CertificationRegulationsNonconstruction.pdf>]

Yes, fuel providers should be utilizing their own leased and/or owned trucks to furnish and deliver fuel.

2. If an M/WBE owned business does not use company equipment or employees, only makes products available for pickup through third-party vendors, and subcontracts out the actions of "Furnishing and Delivering Fuel" to a non-M/WBE owned business, is the W/MBE owned company acting as an "extra participant in a transaction," and if so, is this considered to be a "broker" not performing a "commercially useful function (as stated in the City of Chicago Rules for M/WBE owned businesses [page 1 of "Appendix A"])?"

[Please see City of Chicago's definition of a "broker," and "commercially useful function" <https://www.chicago.gov/content/dam/city/depts/dol/rulesandregs/CertificationRegulationsNonconstruction.pdf>]

If the MBE or WBE firm is the manufacturer of a supply and or good and delivers the product, then 100% credit can be counted towards the MBE or WBE goal. If the product is being delivered by a non-certified firm, then the delivery portion cannot be counted towards the MBE or WBE goal.

3. If an M/WBE owned company does not provide what the city defines as a "Commercially Useful Function," will the M/WBE owned company only provide M/WBE "Broker" credit or no M/WBE credit at all to a PRIME Contractor (as stated in the City of Chicago Rules for M/WBE owned businesses)?

[Please see City of Chicago's definition of a broker" <https://www.chicago.gov/content/dam/city/depts/dol/rulesandregs/CertificationRegulationsNonconstruction.pdf>]

The city does not count MBE or WBE credit for the use of brokers

4. In order for a MBE/WBE credit to be commercially useful as a supplier- they must supply and delivery the gasoline/fuel with their own distribution equipment and employees (see Bulk Items)? With supply and delivery this would ultimately provide 100% credit. Otherwise if fuel is just purchased from a non WBE/MBE fuel/gasoline manufacturer and sold (paper transaction- as they do not transport with their equipment and employees), this would be considered a broker since a MBE/WBE does not manufacturer petroleum. Is that correct? so ultimately the 60 percent credit for supplier is irrelevant in this bid because fuel is all picked up from non WBE/MBE manufactures. Furthermore, the MBE/WBE supplier cannot purchase the fuel from the prime, delivery it and resell it to the prime for credit correct?

See my reference below:

Manufacturer Credit 49 CFR (e)(i)

Manufacturer credit is appropriate when the MBE/WBE maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general

character described by the specifications. (Emphasis added) Alterations or customizations of a “stock” product would be eligible for manufacturer credit. MBE/WBE credit is awarded at 100% for this type of work. Delivery type is not relevant in this type of credit.

Broker Credit 49 CFR 26.55 (e)(iii)

Broker credit is appropriate when the MBE/WBE arranges or expedites the transaction of materials or supplies that it does not manufacture or deliver and is never in possession of the products. In this type of transaction, a MBE/WBE would serve as a third party intermediary between the manufacturer and the contractor. The MBE/WBE assumes little to no risk in this transaction and is awarded MBE/WBE credit for the “mark-up” of the product only. Drop ship transactions would only be eligible for broker credit.

Supplier Credit 49 CFR 26.55 (e)(ii)

Supplier credit is appropriate when the MBE/WBE owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. If a legitimate public warehouse exists, that regularly stocks, deals and sells to the walk-in public, then the method of delivery of the goods is not examined. Supplier credit would be awarded at 60% of the cost of the materials. 49 CFR 26.55 (e)(ii)

Bulk Items 49 CFR 26.55 (e)(ii)

A MBE/WBE may be eligible for supplier credit in regards to non-specialty bulk items (i.e. petroleum, steel, asphalt, aggregate) without a warehouse or storefront. If bulk items are purchased directly from MBE/WBE Regular Dealer/Broker Credit Guidance, the manufacturer the MBE/WBE must both own and operate its own distribution equipment. The MBE/WBE may supplement its own distribution equipment through a long term lease (defined as more than one year) but the MBE/WBE must demonstrate unimpeded access to the leased equipment and operate the equipment with it’s own employees. If all of these circumstances do not exist, the MBE/WBE is only eligible for broker credit.

Please refer to the M/WBE Special listed in the solicitation package.

5. Would the City of Chicago accept a different differential price per year?

Yes – different differentials per year would not affect a bidder’s position during the evaluation process

6. Is the MBE/WBE percentage a requirement?

Yes

7. Is the MBE/WBE percentage a goal?

It is a requirement for this solicitation.

8. Will the MBE/WBE percentage be factored in for award?

Yes

9. Please confirm that the estimated volume breakdown is the total three year contract volume?

Yes – volumes in pages 8-10 of the bid document show total estimated three year volume

10. Does the City of Chicago intend to order the same estimated gallons per each contract year?

Yes – but subject to annual review

11. Are performance bonds required for this bid?

No

12. If so, does the City of Chicago require a 100% performance bond?
No
13. Does the City of Chicago require a bid bond?
No
14. Please provide a current gas invoice.
Sample Attached - Specific information has been blocked out.
15. Please provide a current gas Bill of Lading.
Sample Attached - Specific information has been blocked out.
16. Can the City of Chicago provide an estimated product volume by site?
Sample Attached - Spreadsheet attached.
17. Does the City intend to award all three delivery methods: Truck Transport, Tank Wagon, and City Pick-up to one vendor?
The City of Chicago intends to award the contract to one vendor and it is the vendor's responsibility to arrange delivery
18. Is the City of Chicago currently using all 3 types of delivery methods?
Yes
19. Does the City of Chicago intend to award to one vendor?
The City of Chicago intends to award the contract to one vendor
20. Does the City of Chicago plan to split the award between multiple vendors?
The City of Chicago intends to award the contract to one vendor
21. Does "Unit Price" include the Platts US Marketscan rack price?
ONLY line items 1 and 5 should contain the Platts US Marketscan value based on the date specified on the bid document (11/14/2019)
22. Is the "Unit Price" a differential or mark-up to the Platts US Marketscan rack price?
Line items 2,3,4,6,7,8 are markups and should not include the Platts US Marketscan price
23. Did the City of Chicago alternate to a fixed pricing method during its last contract term?
Yes
24. What estimated percentage of the City's fuel supply from the existing contract was purchased via fixed pricing in the existing contract?
Layered fixed price purchases up to 70%
25. Are vendors required to provide their fixed pricing method with this bid?
No
26. If the fixed price is required, does the fixed price get factored into the award?
N/A – see Question 21
27. Please confirm that line items 1 and 5 do not include freight charges.
Line Items 1 and 5 should NOT include freight charges – these are Base Commodity prices from Platts US Marketscan

28. Will vendors have the option to change their pricing if the City of Chicago decides to unilaterally renew for up to 36 months?
Yes
29. If yes, what pricing can be adjusted?
All Pricing
30. Please confirm your payment terms of Net 60 days.
Confirmed net 60 days
31. Will the City of Chicago accept an offer with a shorter payment term?
No
32. Does the City of Chicago intend to grant any of the bid incentives listed on pages 26-31 of the bid documents?
Yes
33. Will the bid incentives listed on pages 26-31 of the bid documents be factored in for award?
Yes
34. Since taxes are included in the unit price, will vendors have the option to change/update their pricing as taxes change?
Approved Tax Rates are considered pass-through charges and contracted markups should not change based on tax fluctuations.
35. Does the City of Chicago have a winter blend calendar or schedule? If so, please provide.
Winter Blend season is November 1st to April 1.
36. Does the City of Chicago have any special delivery requirements?
There are no special delivery requirements.
37. Does the City of Chicago have any special hosing or fittings?
There are no special hoses and fittings.
38. Will the City of Chicago allow vendors to pass through demurrage charges on invoices?
We do not allow the vendors to pass on the demurrage charge. The contractor's markup should be all inclusive.
39. Would the City please specify the tank sizes of the tank wagon sites? (i.e. the Parks District Northerly Island that has a tank size of 200-1,000 and the tank size for Fire/Police Marine Unites Navy Pier is 100-4,000.)
We cannot provide more specific information, other than to say the boats used by CPD/CFD have fuel tanks that range in size from 100 to 4000 gallons and the fuel delivery volume, for tank wagon service requests, would vary, within the range specified in the bid documents, according to how much fuel is needed at the time of request. These tanks are never intentionally allowed to run low or out of fuel.
40. Will the City specify the sizes of each of the generators at City Colleges, First Stations, Public Health, and Public Library?
The tanks at the police stations and fire houses, city colleges public library range in size 500 to 2000 gallons.
41. Has the City of Chicago ever terminated a fuel contract for convenience?
No
42. Has the City of Chicago ever terminated a fuel contract for cause?
No

43. Will Vendors have the option to use a higher percentage of WBE to offset any shortfall in meeting the MBE goal?
The proposed compliance plan should meet the contract stated goals at time of submission.
44. Page 1 of the MBE and WBE Special Conditions for Commodities or Services Contracts states that there is an MBE and WBE goal, whereas page 6, section 1.5 states that we must submit a written request for the reduction or waiver of the commitment. Is the 25% MBE spend and 5% WBE spend a goal or a requirement under this contract?
The 25% MBE and 5% WBE is the requirement for this solicitation.
45. Would the City of Chicago split the award between the MBE requirements and the Non-MBE requirements?
No.

Any and all clarifications must be acknowledged by the vendor on the Execution Page by Clarification number.
Failure on behalf of the vendor may be cause for rejection of bid.

**ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION
PER CLARIFICATION NO. 1**

END OF CLARIFICATION NO. 1

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

**SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER SERVICES**

INVOICE			
CUSTOMER NO.	INVOICE NO.	INVOICE DATE	PAGE NO.
	4906417-41501	25-FEB-20	1 - 1

Tel:
 Internet:

REMIT TO:

CHICAGO, IL 60693

OR WIRE TO:

BILL TO:
CITY OF CHICAGO
DEPT OF FLEET MGT ATTN:
1685 N THROOP
CHICAGO, IL 60622

SHIP TO:
CITY OF CHICAGO
1150 NORTH BRANCH
CHICAGO, IL 60642

PO #
DEPT OF FLEET MGMT
CONTACT:

Specification No:
Purchase Order No:
RFQ No:
Vendor No:
Release No:

RECEIPT #

SHIP DATE	BILL OF LADING	DELIVERY DATE	PO NO./CONTRACT NO.
21-FEB-20 04:52	MULTIPLE	21-FEB-20	18085
300-4253-0315		ORIGIN	PAYMENT DUE DATE
		ILLINOIS	21-APR-20
FOB	CARRIER	RELEASE NO:	SALESPERSON
DESTINATION		60 NET UPLIFT	
DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	29,214 gallons		USD

ULTRA LOW DIESEL #2 / BOL No.: 914294 ITEM TAX SUBTOTAL / BOL No.: 914294	L5 4050931150	7,287 USG	ITEM SUBTOTAL:
ULTRA LOW DIESEL #2 / BOL No.: 914310 ITEM TAX SUBTOTAL / BOL No.: 914310	L5 4050931150	7,348 USG	USD/USG
ULTRA LOW DIESEL #2 / BOL No.: 914322 ITEM TAX SUBTOTAL / BOL No.: 914322	L5 4050931150	7,293 USG	USD/USG
ULTRA LOW DIESEL #2 / BOL No.: 914384 ITEM TAX SUBTOTAL / BOL No.: 914384	L5 4050931150	7,286 USG	USD/USG

INVOICE TAX SUMMARY:	
L14 4051697952	COOK COUNTY FUEL TAX @ USD 0.06000/USG
L17 4059910100	FET-U.S. FEDERAL EXCISE TAX - CLEAR DIESEL @ USD 0.00100/USG
L13 4051697935	STATE DIESEL FUEL TAX @ USD 0.45500/USG
L15 4051697974	STATE ENVIRONMENTAL IMPACT FEE @ USD 0.00800/USG
L16 4051697945	STATE UNDERGROUND STORAGE FEE @ USD 0.00300/USG
L19 4051697911	U.S. FEDERAL OIL SPILL TAX @ USD 0.00214/USG
TOTAL INVOICE TAX SUMMARY	

Qty and Price Verified
3/3/2020 7:44

By: _____
Approved

INVOICE SUMMARY:
PRODUCTS
FREIGHT
TAXES
INVOICE TOTAL

I have not certified a bill for any part of this before.
The quality and quantity of material or labor
performed are correct as ordered. This bill
or any part of it has not been previously vouchered.

Approved: _____

The transaction(s) reflected herein are subject to the terms and conditions found at
To the extent the transactions reflected herein are subject to a written agreement with
containing specific terms and conditions conflicting with _____, its subsidiaries or affiliates,
those specific terms and conditions of the written agreement shall control.

MAIL INSTRUCTIONS	SALES ORDER NO.	TOTAL AMOUNT DUE
ELECTRONIC	29923214	USD

BILL OF LADING #: Folio:02/011 Safety Data Sheets (SDS) are made available at all
 EPA #:
 Trans Type:530 Trans Seq #:0101 PO #:
 Gate Entry Date:02/14/2020 Gate Entry Time: 14:59 Tractor:
 Load Start Date:02/14/2020 Load Start Time: 15:12 Trailer #1:176
 Load End Date:02/14/2020 Load End Time:15:36 Trailer #2:
 Vessel:
 Driver: SCAC:MCMT
 Carrier f

Finished Product Summary			
ANGEROUS GOODS DESCRIPTION	GROSS	NET	FOOTNOTES
PRODUCT	GALLONS	GALLONS	
VA1993, Diesel Fuel, 3, PG III, ERG 128,1 Cargo Tank	7200	7290	ULS
ULTRA LSD 2 15 PPM			

PRODUCT TOTALS:		7200	7290				
RODUCT	OCTANE	GROSS	TEMP	GRAVITY	NET	METER	COMPARTMENT
ENG003	ULTRA LSD 2 15 PPM	2500	31.3	33.5	2533	BAY-02	01
	ULTRA LSD 2 15 PPM	2500	31.3	33.5	2533	01-01	
ENG003	ULTRA LSD 2 15 PPM	2500	32.9	33.5	2531	BAY-02	04
	ULTRA LSD 2 15 PPM	2500	32.9	33.5	2531	01-01	
ENG003	ULTRA LSD 2 15 PPM	1100	33.9	33.5	1113	BAY-02	03
	ULTRA LSD 2 15 PPM	1100	33.9	33.5	1113	01-01	
ENG003	ULTRA LSD 2 15 PPM	1100	33.9	33.5	1113	BAY-02	02
	ULTRA LSD 2 15 PPM	1100	33.9	33.5	1113	01-01	

2-TRAYS OF ADDITIVE

Footnotes

ULS THIS DIESEL-FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE. 15-PPM SULFUR ULS. PRODUCT IS #2 DIESEL FUEL.

EMERGENCY CONTACT: Chemtrec 1-800-424-9300 / +1 703-527-3887 CCN 3359



DL #: *0000913511*



TCN #: *T36IL3315*

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

The carrier certifies that the container supplied for this shipment is a proper container for the transportation of the products described. The driver acknowledges that the ERG guidebook or the appropriate SDS is on board the vehicle.

Driver/Agent
 Signature:

Fuel Sites Dispensing Report 2019

Year	FS #	Fuel Sites	UNL	E85	DSL
2019	FS002	Ravenswood	264,459	3,524	240,847
2019	FS003	NW- Ferdinand	670,163	236,445	500,027
2019	FS004	SW - Iron	1,305,379	400,027	816,400
2019	FS005	Sunnyside	424,088	189,154	457,397
2019	FS006	101st Stony	507,562	9,847	410,972
2019	FS007	O'Hare	554,087	6,572	227,402
2019	FS008	104th Vincennes	356,263	58,659	201,750
2019	FS009	65th State	785,434	189,830	364,891
2019	FS010	1150 N. Branch	682,591	7,085	360,399
2019	FS202	Midway	91,878	6,192	115,161
2019	FS205	RGAR4 - B/W	163,861	41,247	-
2019	FS210	34th Lawnale	-	-	217,723
Grand Total			5,805,766	1,145,059	3,672,122

ATTACHMENT 1: BIDDER EXECUTION PAGES

BID EXECUTION BY A CORPORATION

The undersigned, hereby acknowledges having received Specification Number 1196861 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) 1, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: Colonial Oil Industries, Inc.
(Print or Type)
SIGNATURE OF PRESIDENT*: *James Mercer*
(Or Authorized Officer) (Signature)
TITLE OF SIGNATORY: Vice President of Sales
(Print or Type)
BUSINESS ADDRESS: 101 North Lathrop Avenue, Savannah, GA 31415
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: *Houstoun Demere*
(Corporate Secretary Signature) (Affix Corporate Seal)

State of Georgia County of Chatham

This instrument was acknowledged before me on this 11th day of March, 2020 by James Mercer as President (or other authorized officer) and Houstoun Demere as Secretary of Colonial Oil Industries, Inc. (Corporation Name).
(Seal)


Charles Taylor
Notary Public Signature

Commission Expires: 5/19/2023



CERTIFICATE OF INCUMBENCY

I, R. Houstoun Demere III, Secretary of Colonial Oil Industries, Inc. a Georgia corporation, do hereby certify that James B. Mercer is a duly authorized individual who can execute, sign or endorse contracts on behalf of Colonial Oil Industries, Inc. The signature set opposite his respective name below is the signature of said officer:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
James B. Mercer	Vice President, Sales	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of COLONIAL OIL INDUSTRIES, INC. this 11th day of December 11, 2019.



R. Houstoun Demere III, Secretary



BID EXECUTION BY A JOINT VENTURE

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR
Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____ (Seal)

BID EXECUTION BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____ (Seal)

BID EXECUTION BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
(Print or Type)

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name). _____

Notary Public Signature: _____

Commission Expires: _____ (Seal)

BID ACCEPTANCE BY THE CITY

Contract No.: 129972

Specification No.: 1196861

Vendor Name: COLONIAL OIL INDUSTRIES, INC.

Total Amount (Value): \$47,662,131.00

Fund Chargeable: 020-0100-0384253-0315-220315

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Lori E. Lightfoot 5-21-20
Mayor Date

Reshma Srivastava 5/13/2020
Comptroller Date

John G. Murrell 20 May 2020
Chief Procurement Officer Date

ATTACHMENT 02: SCOPE OF WORK

I. TECHNICAL REQUIREMENTS & SERVICE SCOPE: INTRODUCTION

A. City of Chicago Background

Chicago is the nation's third largest City with a municipal population nearing three (3) million people in 237 square miles. City of Chicago has provided public service to City residents, businesses, the metropolitan community and tourists since its founding in 1837. Each day, the City of Chicago municipal government serves over nine (9) million people in the metropolitan area, and over 50 million tourists annually.

Chicago by the numbers:

- 77 Community areas containing more than 100 neighborhoods
- Over 5,195 Restaurants
- More than 250 theatres, 225 music venues and 200 dance companies
- 56 museums
- Over 700 public art works
- More than 125 art galleries and 20 neighborhood art centers
- 26 miles of lakefront with an 18.5-mile lakefront path
- 8,100 acres of green space with 580 parks and 26 beaches
- 5 citywide music festivals, nearly 50 neighborhood music festivals and 35 neighborhood festivals
- Over 30 downtown neighborhood parades
- Approximately 369 landmarks and 46 districts
- Over 225 miles of bike lanes and more than 13,000 bike racks
- Over 3,000 bikes and 300 stations through Divvy bike sharing system
- 28 CITY bus routes and 8 train routes serving 146 stations
- 119 hotels with 39,000+ hotel room in the Central Business District

B. Department of Assets, Information & Services (AIS) Background

On January 1, 2020, the Department of Assets, Information & Services, also known as AIS, was established by combining the Department of Fleet & Facility Management and the Department of Innovation & Technology. Since then, AIS has remained the City department dedicated to operational support for City public services.

C. AIS Mission

The mission of City of Chicago Department of Assets, Information & Services (AIS) is to support the operations of other City of Chicago departments and agencies by providing high-quality and cost-effective asset management and services. AIS ensures the safe and efficient use of City of Chicago's assets through effectively managing the maintenance and repair of vehicles, equipment, and properties occupied by the City. In addition, the department is responsible for advancing energy efficiency, brownfield development, procuring commodities, coordinating document retention services as well as providing graphic and mail services. Our finished products and services shall meet or exceed industry standards, best practices, and the expectations of our user departments.

AIS is comprised of eight bureaus providing services to nineteen City Departments and five City Agencies with a total of nearly 33,000 employees city-wide.

D. AIS Services

The City of Chicago Department of Assets, Information & Services (AIS) touches every Department in the City every day and is a driving force in the economic health and well-being of the City, its residents and businesses.

The Department of Assets, Information & Services supports the operations of other City departments by providing high-quality and cost-effective fleet, facility and information services. Assets managed by the department include more than 10,000 pieces of equipment and vehicles and more than 425 leased and owned facilities. Other operational support provided by the department includes document retention, central mail, graphics and reproduction services, and environmental support. The department employs 1063 trades and administrative staff (includes vacancies; 1062 full-time/1 part-time) and has an annual operating budget of approximately \$330 million.

(i) Facility Management

AIS manages over six-hundred (600) electricity and over four hundred (400) natural gas accounts for more than five-hundred (500) AIS properties. A retail electric supplier provides power to (500) accounts while the remaining (100) are single bills through ComEd. Natural gas is also provided by a retail supplier. Additionally, AIS has one facility serviced by a chilled water contract.

Proposers are encouraged to access the ComEd Power Path website to obtain additional information regarding AIS energy use.

(ii) Fleet Management

City of Chicago's fleet consists of nearly 7,500 cars, trucks, motorcycles and vans. Annually, AIS uses over 10 million gallons of both fossil and alternative fuels to power its fleet. AIS purchases fuel for eleven (11) fuel sites citywide and one (1) stand-alone pump site for dedicated departments.

Currently the City uses AC power for Level 2 charges to power electric vehicles. The City has planned electric vehicle expansion that will require both DC and AC power for its electric fleet.

(iii) Departmental Operations

AIS may reconfigure facilities and fleet from time-to-time. For example, AIS may buy, sell, or lease facilities or vehicles in order to achieve operational and scheduling efficiencies. As a result, City energy consumption and cost may fluctuate from month-to-month and year-to-year.

City daily usage is also dependent on holidays, special events, non-scheduled events, new building construction, building reconstruction and/or renovation, current facility and fleet operations and maintenance, operating and maintenance schedule changes, changes in equipment stock and use, retirement of facilities and fleet, weather and other unforeseeable events, such as fires, emergencies and evacuations.

Both cold and hot days are extremely important factors that affects power use City-wide and City daily usage. Weather is closely monitored and critical to AIS operations decision making. Extreme and severe weather monitoring, notification and alerts affect City daily usage.

E. AIS Energy Price Risk Management

City of Chicago purchases electricity and natural gas in a deregulated wholesale energy market under State Law. In addition to municipal purchasing regulations, the City is responsible for compliance with inter and intra state and federal energy commodity regulations.

Detailed Energy Regulatory requirements include but are not limited to the following:

(i) Fuel

The City's has historically made multiple fuel type purchases for City vehicles and equipment. Specifically, the City has utilized, Grade No. 2 Ultra Low Sulfur Diesel fuel ("No. 2 ULSD"), biodiesel, and gasoline E10 and E85.

Prices are adjusted daily based upon Platt's US Marketscan and Biofuelscan ("Platts"), Chicago pipeline, mean average price. The CITY pays a fixed mark-up plus applicable state and federal fuel taxes.

The CITY hedges some or all of its physical delivery quantities and prices through periodic transactions with counterparties currently based on NYMEX.

The CITY's aggregate average annual fuel usage for the past three (3) years is 10.9 million gallons ranging from \$20 million to \$40 million annual expenditure depending on market price.

F. AIS Statistics

AIS energy purchasing statistics are as follows:

Gasoline Contract

For the period October 2018 through September 2019 (gallons)

E-10	E85	TOTAL
5,479,382	1,132,331	6,611,713

Diesel Contract

For the period October 2018 through September 2019 (gallons)

Diesel (D-2)	B-100	TOTAL
4,459,377	150,024	4,609,401

G. City of Chicago and AIS Responsible Stewardship

The City of Chicago is steadfast in its commitment to be responsible stewards of City assets and resources.

The City has realized significant fiscal savings in improved efficiencies and operating effectiveness measures in FY 2016: over \$4 million came from energy efficiency measures implemented in Retrofit One, along with sound management of the general pool. A department-driven value analysis program to evaluate AIS operations has optimized efficient department standard operating procedures while achieving significant savings. Since the establishment of AIS, City cumulative savings and revenue

enhancements have allowed more resources for core mission areas and strategic priorities; including helping to keep the cost of public services affordable for Chicagoans.

H. Chicago: Adding to the State's Bottom Line

In 2016, The Metropolitan Mayor's Caucus, comprised of 275 cities, towns, and villages in the Chicago-Naperville-Elgin metropolitan region issued the Greenest Region Compact 2 (GRC 2). GRC 2 explains how investing in municipal public sector initiatives creates opportunities and adds value to the state. Energy is one of the ten sustainability areas addressed by the Compact. Specifically, GRC2 resolves that investing in Chicago's public sector energy initiatives creates opportunities and adds value to our City, state and region in the following ways/reasons:

- Provides efficient and effective public services to Illinois residents;
- Reduces taxpayer burdens through effective and efficient operations;
- Creates advanced workforce of the 21st century.

II. SPECIAL CONDITIONS & REQUIRED SCOPE OF WORK

A. Objective

The CITY requested this Bid in order to contract with and retain a qualified professional fuel supply and delivery/expert(s) (hereinafter "BIDDER(s)") who will be responsible for furnishing and delivery of PROFESSIONAL FUEL SUPPLY, DISTRIBUTION AND DELIVERY SERVICES, for CITY as described herein.

The BIDDER(s) will work closely with CITY team and other members as designated, to provide PROFESSIONAL FUEL SUPPLY AND DELIVERY SERVICES, as described herein, to CITY and its designees as determined, including:

- At the onset, immediately establishing processes and protocols to ensure fuel supply, distribution and delivery services to CITY;
- Provide staff and services to administer a reliable, cost efficient, operationally effective and risk managed system for CITY fuel supply, distribution and delivery services;
- Provide rapid communications and responses to CITY team on fuel supply, distribution, and delivery services;
- Continuously adapting/modifying fuel supply, distribution and delivery services where needed, as applicable and instructed by CITY team.

The BIDDER(s) approach must be pragmatic and must use objective "best practices" and appropriate risk management tools. The BIDDER(s) shall consult with the CITY on best strategies to meet its need for reliable and economically sustainable fuel supply, distribution and delivery services.

The BIDDER(s) would also be responsible for guiding CITY in terms of fuel supply distribution and delivery services, including quickly identifying operational issues; containing the immediate problems that may arise; listening to key audiences, determining resources needed for damage control and restoration of credibility and simultaneously beginning development of a full restoration plan while still managing the immediate crisis.

This Bid specifically seeks a professional fuel supply, distribution and delivery services firm or individual that will become intimately familiar with all aspects of CITY fuel supply, distribution and delivery product(s) and services, while developing a deep understanding of the many issues and challenges CITY faces, so as to be in a position to regularly advise CITY team on reliable and sustainable fuel supply, distribution and delivery services.

B. Professional Fuel Supply, Distribution and Delivery Services Requirements

BIDDER(s) shall be able to meet each deliverable to be considered for the contract.

(i) Minimum Required Experience

BIDDER(s) shall have at least ten (10) years' experience in the following:

- 1) Historic and current fuel market information and fuel supply, distribution and delivery services, including diesel, gasoline (E10 and E85), biodiesel and renewable diesel;
- 2) Historic and current operational best practices for fuel supply, distribution and delivery for multi-enterprise large customers;
- 3) Federal, state, and local fuel supply, distribution and delivery policy, regulation, and compliance; and
- 4) Standard customer service practices and experience including; expertise in versions of Microsoft Office Suite (i.e. Word, Excel and PowerPoint);

(ii) Fuel Product(s) Certification and Storage of Supply Source Requirements

BIDDER(s) shall submit with Bid, and/or upon request of the Chief Procurement Officer and/or AIS Commissioner and/or his/her duly authorized representative, certification from the refiner(s) that are being utilized by the BIDDER(s) to supply the fuel product(s) in this contract. At a minimum, the certification statement shall include the amount of storage capacity available in the Chicago area (25-mile radius). Such certification(s) should also include a written statement from the refiner(s) confirming that the volumes of products covered by this document are guaranteed to be available throughout the contract period.

(iii) Fuel Product(s) Quantities, Inventory and Lead Time

BIDDER(s) shall maintain sufficient quantities of fuel to ensure uninterrupted supplies.

The Contractor will maintain an inventory of sufficient diversity and quantity to ensure the delivery of any all fuel product(s), including but not limited to fuel product(s), listed in the Specification, within twenty-four (24) hours after receipt of a City department's order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery. BIDDER(s) must be available to delivery fuel product(s) 24 hours per day, 7 days per week, including weekends and holidays.

Repeated failures of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this contract, and may further affect the Contractor's eligibility for future contract awards.

In the interest of ensuring prompt delivery, BIDDER(s) must provide a contact that the CITY Team can contact at a moment's notice that has an existing, vast knowledge of CITY operations so that there is no need for a learning curve when an issue arises.

(iv) Priority Service

Notwithstanding any other provision of this Bid and subsequent awarded contract, except where expressly limited by applicable law or regulation, the CITY's orders for the purchase all fuel product(s) shall take precedence over those of any other customer; BIDDER(s) shall fill the CITY's order before filling the orders of any of its other customers.

If the BIDDER(S) is aware that its supplies are running low, the BIDDER(s) must notify CITY immediately upon receipt of such knowledge, and must allow the CITY the right to place an order before filling the orders of its other customers.

(v) Emergency Service

If an emergency situation is determined to exist by the CITY (as determined in the sole discretion of the Chief Procurement Officer and/or the AIS Commissioner or his or her duly authorized representative), BIDDER(s) shall provide the use of its terminal for loading of product on a twenty-four (24) hour per day, seven (7) days per week basis.

BIDDER(s) shall, with its bid, provide names and telephone numbers of personnel who can provide delivery on an emergency basis. In cases of emergency, the Contractor's terminal must also be made available for City fuel pick-ups.

(vi) City Pick-up

BIDDER(s) shall provide terminal facilities for loading CITY owned tank wagons (4000 gallons capacity) on a twenty-four (24) hour, seven (7) days basis. Terminals must be located within five (5) miles of O'Hare International Airport fuel site and five (5) miles of the south or southwest City limits and five (5) miles of the north or northwest City limits. CITY may elect to self-load its tank wagons at either of these terminals.

(vii) Employees

BIDDER(s) shall provide to CITY a Senior Account manager with five (5) years' customer service experience, sufficient administrative staff with a minimum of five (5) years accounts receivable and payable experience, and certified fuel product(s) delivery drivers with a minimum of five (5) years' experience.

(viii) Delivery Drivers

Deliveries will be performed in a workmanlike manner, using industry accepted practices and procedures. BIDDER(s) shall submit qualifications for all personnel delivering to the CITY. At a minimum, BIDDER(s) must submit, prior to its first delivery to the City:

- Valid State Issued Driver's License;
- Valid Commercial Driver's License (CDL) with tanker and hazmat endorsements;
- Completed fire extinguishing equipment training; with expectation of use;
- Completed spill prevention and response, equipment, and procedures training; and

- Driver Qualifications shall also be submitted upon request by the Chief Procurement Officer and/or AIS Commissioner and/or his/her duly authorized representative.

(ix) Fire Extinguishers

BIDDER(s) shall provide and equip fuel product(s) delivery trucks and tank wagons with fire extinguishers for all fuel delivery operations. Fire Extinguishers must be industry certified fire safety equipment, in proper working order and readily available to delivery drivers for use in the event of a fire emergency.

Each fuel delivery vehicle must have two listed fire extinguishers, each having a rating of at least 20-B: C, with one extinguisher mounted on each side of the vehicle. Extinguishers must be kept clear of elements such as ice and snow.

Fuel delivery personnel must be trained in the use of the available fire extinguishing equipment they could be expected to use.

(x) Spill Response Equipment

BIDDER(s) shall provide spill response equipment on fuel product(s) delivery trucks and tank wagons for all fuel delivery operations. Spill response equipment shall consist of, at a minimum, magnetic drain cover(s), oil absorbent boom(s), and oil absorbent pad(s) capable of containing a 25-gallon fuel spill. In addition, BIDDER(s) shall have Personal Protective Equipment (PPE) on fuel product(s) delivery trucks and tank wagons for all fuel delivery operations, including: eye/face protection, chemical-resistant nitrile gloves, clothing/shoe protection and containers to hold any spill debris until it can be disposed of properly: chemical resistant cans / pails/ buckets/ barrels with lids, chemical resistant polyethylene bags with ties or zip-lock plastic bags.

When fuel deliveries are made in the vicinity of storm drain(s), BIDDER(s) shall place the magnetic drain cover(s) on the storm drain(s) prior to fuel transfer operations, in a manner to prevent a potential fuel spill from entering the drain. Drain cover(s) shall be removed after fuel transfer operations are completed.

Fuel delivery personnel must be trained in the use of the spill response equipment.

(xi) Spill Notifications and Reporting

In the event of a fuel spill during fuel delivery operations, BIDDER(s) shall immediately employ the spill response procedures described this document. Immediate verbal notification must be given to the CITY representative. A formal investigation shall be conducted by BIDDER(s) to determine the sequence of events leading up to and following the spill, the root cause of the spill, and any corrective actions implemented to prevent the spill from occurring again. The investigation report is due to CITY representative two (2) business days following the spill.

(xii) References

BIDDER(s)' bids must include three (3) references who can attest to professional experience with BIDDER(s) and BIDDER(s)'s services.

(xiii) Delivery

All deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid. The seller bears and pays the freight costs.

C. Professional Fuel Supply, Distribution and Delivery Services Scope of Services and Deliverables

The BIDDER(s) will provide professional fuel supply, distribution and delivery services to the CITY.

(i) General Duties

At contract execution, the BIDDER(s) shall immediately establish processes and protocols to ensure FUEL SUPPLY, DISTRIBUTION and DELIVERY to CITY including but not limited to the following:

- Review and become familiar with current CITY fuel supply, distribution and delivery arrangements, including review of existing agreements governing those supply arrangements;
- Provide staff and services to CITY and administer a reliable, cost efficient and risk managed fuel supply, distribution and delivery service for CITY; strategies, programs and procurement and management that that enhance CITY energy initiatives, programs and minimize cost and pollution;
- Subject to the provisions of Section 2.1.6 of this Contract, provide rapid communications, responses, expert analysis and commentary to CITY and to answer stakeholder questions that arise regarding fuel supply, distribution, and delivery; stakeholders may include but are not limited to commercial parties, the media, and other parties;
- Continuously adapting/modifying fuel supply, distribution and delivery throughout the annual municipal administration operations and budget cycles, as needed;
- Maintain fuel supply, distribution and delivery management with CITY Team;
- Work with personnel from CITY with respect to the scope as outlined herein, where applicable and as instructed by CITY or, if duly authorized by the CITY, an external advisor to the CITY;
- Participate in conference calls and attend meetings as applicable and when directed by CITY Team;
- Obtain fuel from refiners and suppliers in good standing within the energy industry, meet applicable energy industry, local, state and federal regulations and standards, be financially stable, and have NO actual or potential conflicts of interest with CITY or the BIDDER(s);
- Provide notice and recommendation to CITY with respect to fuel supply, distribution and delivery, as needed by CITY; and
- Draft and manage any contracts or amendments required to complete transactions for fuel supply, distribution and delivery.

(ii) Product(s)

(a) Refiner

BIDDER(s) shall identify, with its bid submission, the refiner(s) and the fuel product(s) designation of each and every fuel product(s) in this specification. BIDDER(s) shall identify primary refiner(s) for/per

fuel product(s) and secondary refiner(s) for fuel products to ensure fuel delivery to CITY in cases of fuel shortages at primary refiner(s). The identified refiners for each fuel product(s) shall remain the same throughout the duration of this specification and contract.

In the event that either the primary or the secondary refiner is unable to provide fuel product(s) as required by this specification and contract due to refiner problems, (e.g., strikes, force majeure, etc.), then the BIDDER(s) shall notify CITY Chief Procurement Officer and Department of Assets, Information & Services Commissioner (AIS) in writing, providing a detailed explanation and request an alternate refiner be approved by the Chief Procurement Officer (in consultation with the AIS Commissioner). This request shall be accompanied by recent test results showing the new refiner's fuel product(s) meet or exceeds CITY's specifications outlined herein.

The purpose of allowing only one (1) source for each type of fuel product(s) is to facilitate quality control throughout the life of this specification and contract.

(b) Tank wagon or truck transport delivery

BIDDER(s) shall furnish and deliver to the CITY (and other CITY Departments, when required) by tank wagon or truck transport delivery, any and all fuel product(s) and fuel product(s) quantities in this specification outlined herein as may be required throughout the term of this Contract.

BIDDER(s) shall furnish any and all fuel product(s) and make loading facilities available at its local terminal for pick-up by CITY owned tank wagons, in accordance with all of the terms and of this specification and contract herein.

BIDDER(s) shall notify CITY of split-tanker load deliveries and obtain CITY authorization to deliver split-tanker loads with accurate documentation as defined on the bill of lading.

(c) Fuel Product(s) Tank Capacity and Annual Estimated Gallon Consumption

See attached Pricing and Costs Tables and Fuel Site Locations Exhibits in this specification.

(d) Unleaded Specifications

Reformulated Unleaded Gasoline E-10 and E-85 fuel products product(s) must be formulated to meet or exceed the standards specified per ASTM D4814-19 (for E-10) and ASTM D5798 – 19 (for E-85), and any update to those standards during the term of the Agreement. In addition, all fuel delivered to the City during the term of the Agreement must comply with the Illinois Motor Fuel and Petroleum Standards Act (815 ILCS 370/1 et seq.) and any changes to that law that take place during the term of the Agreement.

- **Unspecified product(s)**

Any type of fuel product(s) not specifically listed herein may be added to this contract if it falls within the same specific category of fuel product(s). The lifetime usage of all items added to this contract must not exceed ten percent (10%) of the original contract award value.

CITY will notify the BIDDER(s) in writing of the type of fuel product(s) which is necessary and request a written price proposal for the addition of the fuel product(s) to this contract by modification, and then forward the documents to the Chief Procurement Officer. Such fuel product(s) may be added to

the contract only if the price is competitive with current market price and said fuel product(s) is approved by the Chief Procurement Officer in the form of a written modification signed by the BIDDER(s) and the CITY. The Chief Procurement Officer reserves the right to seek competitive pricing information on said fuel product(s) from other suppliers and to procure such fuel product(s) in a manner which serves the best interests of the CITY.

Any such fuel product(s) delivered by the BIDDER(s), without a properly executed contract modification signed by the Chief Procurement Officer, is delivered entirely at the BIDDER(s) risk. Consequently, in the event that such modification is not executed by the CITY, the BIDDER(s) hereby releases the CITY from any liability whatsoever to pay for the unspecified fuel product(s) delivered prior to the BIDDER(s) receipt of the fully signed modification.

(iii) Fuel Pricing

BIDDER(s) shall provide fuel product(s) price transparency and market coverage required by CITY.

The BIDDER(s) shall provide daily fuel product(s) pricing in report form including but not limited to the following:

- **Fuel Pricing Methodology**

Pricing (per gallon) for all fuel product(s) furnished, distributed and delivered under this specification and contract is established as follows:

1. Base price, as defined in this specification, of the respective fuel product(s) grade; plus
2. BIDDER(s) Discount and/or Mark-Up, as defined in this specification, for the respective fuel product(s) grade; including:
 - Truck Transport Delivery Fee as defined in this specification; and/or plus
 - Tank Wagon Delivery Fee as defined in this specification; and/or plus
 - City Pick-up Delivery Fee as defined in this specification; plus
3. Taxes to which the CITY is legally subject.

Terminal Delay Fees to which the CITY is legally subject and any other fees to which the CITY is legally subject are included within the total amount calculated according to the above methodology, and BIDDER(s) will not be compensated separately for those fees.

Fuel product(s) “base price” is defined as the mean average price for respective fuel product(s), Chicago pipeline, as published by Platt's US US Marketscan and/or BioFuelscan daily. The mean average price published on a given day will be used as the base price for respective fuel product(s) deliveries made for the date of service.

Methodology for putting in “Base” prices for the City’s Gasoline Bids

BIDDER(s) must put in their “base” prices for the CITY’s gasoline bids according to the following methodology:

Gasoline E10

- Publication: Platts US Marketscan and/or BioFuelscan
- Effective date of 11/14/2019
- Platts Gasoline RBOB Chicago Pipeline “close” price of \$1.5308/gal (inclusive of basis)

Gasoline E85

- Publication: Platts US Marketscan and/or BioFuelscan
- Effective date of 11/14/2019
- Platts Ethanol Chicago Pipe “close” price of \$1.5495/gal (inclusive of basis)

If, for any reason, there is no published price by Platt's US Marketscan and/or BioFuelscan on a given day, the last such published price will be used as the base price for respective fuel product(s) deliveries made until new pricing is published. Base price adjustment (float) will continue in this manner throughout the duration of this contract.

BIDDER(s) shall email daily Platt's pricing information to the CITY by 12:00 noon on each day that Platt's US Marketscan and/or BioFuelscan is published, to facilitate price auditing.

Price Hedging

CITY reserves the right to alternate from the above specified fuel pricing method (Platt's floating price methodology) to a fixed pricing method via forward hedging at any point during the term of this contract, and for any number of months, not to exceed three (3) years, within that term, subject to the appropriation of funds, as follows:

Under the fixed price methodology provision, the City may, at any time during the contract term, notify the BIDDER of a target purchase price for specific quantities for Fuel that it seeks to establish throughout a specific period of time (“Target Purchase”), and the BIDDER must notify the City of receipt and attempt to obtain or obtain (whichever is specified in the contract provision for any particular Fuel contract as determined by the City in its discretion) a fixed price at or below the target price. BIDDER will monitor pricing until such time as the price falls to, or below, the target price, at which point the BIDDER must notify the City. The City may then, at its option, commit to the Target Purchase. Whenever the City makes such commitment, such pricing will be established on a "Chicago basis" (F.O.B. Chicago metropolitan area terminal), and will apply to a specific quantity of Fuel, to be delivered during each such month for a stipulated period of months. The dates for delivery may not be more than three (3) years after the date on which the City and the vendor agree in writing on the City's order for the delivery on a specified date or dates of a specified quantity of Fuel at a certain not-to exceed price, and the amount of Fuel may be all or a portion of the Fuel contemplated to be purchased by the City for that time period.

CITY quantity commitments will be made in full "lots" (42,000 gallons per lot). CITY reserves the right, at its option, to take advantage of "half-lots" (21,000 gallons) market availability exists at the point in time of placement.

At any time, CITY's respective fuel product(s) purchase quantity exceeds the contracted fixed-price quantity, the additional fuel will be priced at the "floating price" as detailed in this specification.

Conversely, if, at any time, the City's actual respective fuel product(s) purchase quantity is less than the contracted fixed-price quantity, an end-of-month adjustment will be performed using one of the two following procedures:

1. Fixed price for that time is above the average monthly indexed price (average of the daily US Marketscan and/or BioFuelscan prices for the month), CITY will be obliged to pay the BIDDER(s) difference between the average monthly index price and the fixed-price for each gallon below the contracted quantity.

2. Fixed price for that time is below the average monthly indexed price (average of the daily US Marketscan and/or BioFuelscan prices for the month,) the BIDDER(s) will be obliged to pay the City the difference between the average monthly index price and the fixed-price for each gallon below the contracted quantity.

If procedure #2 is performed as an end-of-month adjustment, payment to the CITY will take the form of a credit memo that may be applied against future billing.

(iv) Purchase Order Release

CITY will provide fuel product(s) purchase order release notices issued against the contract by the CITY (AIS) which will be the BIDDER(s) authority to ship. Purchase order releases will indicate quantities ordered for each line item, unit and total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery. BIDDER(s) shall not ship material without first receiving a fuel product(s) release from CITY.

CITY's primary method of issuing fuel product releases will be via e-mail. Paper release(s) will NOT be generated. BIDDER(s) shall provide a dedicated e-mail address for receipt of the release(s). The BIDDER(s) is to confirm receipt of release(s) by responding to CITY Team via email.

(v) Invoicing

The BIDDER(s) shall provide daily pricing and invoicing including but not limited to the following:

All invoices must be dated "originals," and must reference the CITY specification number, contract number, contract line item, commodity codes, and be accompanied by the Bill of Lading and/or Receiving ticket. Invoice quantities, commodity code description, units of measures and pricing must correspond to the unit quoted on the bid page.

Invoices for over shipments or items with for all fuel products including but not limited to Ultra Low Sulfur #1, Ultra Low Sulfur #2, Gasoline E10 and E85 and/or Bio Diesel wage escalations may be rejected unless the contract includes a provision for such an adjustment by contract modification. Freight, handling and shipping costs are not to be invoiced: contract terms specify deliveries F.O.B City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

As part of the CITY sustainability efforts to reduce paper transactions all invoicing should be electronically mailed to: AIS Fuel@cityofchicago.org

In rare occurrences and only when instructed by CITY invoices should be mailed to:

City of Chicago

Department of Assets, Information & Services (AIS)

30 North LaSalle, Suite 300

Chicago, IL. 60602

Attn: Accounts Payable

(vi) Payment

CITY will process payment within sixty (60) calendar days after receipt and acceptance of the specified respective fuel product(s) invoice. BIDDER(s) invoice shall be completed in accordance with the terms specified herein and all supporting documentation necessary for the CITY to verify delivery and acceptance of fuel product(s); including but not limited to, bills of lading and the BIDDER(s) payment certification forms.

CITY will not be obligated to pay for any fuel product(s) if BIDDER(s) is noncompliant with the terms and conditions of the specifications herein.

(vii) Fuel Distribution and Delivery Requirements

The BIDDER(s) shall be responsible for distributing and delivery of fuel supplies products as outlined in this Bid and as directed by CITY which may include but is not limited to the following service areas:

(a) Delivery

BIDDER(s) shall make bulk deliveries, freight on board (FOB) destination, freight prepaid, to the various CITY fuel product(s) site locations, and other CITY locations as may be specified upon each release notice. COD shipments will NOT be accepted.

Delivery shall be within twenty-four (24) hours after CITY fuel product(s) release has been issued.

(viii) Tank wagon or Truck Transport

BIDDER(s) shall deliver the specified fuel product(s) by "tank wagon" or "truck transport," as required, to various CITY fuel sites located within Chicago city limits.

For the purposes of this contract, a tank wagon delivery is defined as a shipment to one (1) location of a minimum of 500 gallons, and a maximum of 4,000 gallons. A truck transport delivery is defined as a semi-tanker load shipment to one (1) location of not less than 4,001 gallons.

Tank wagon delivery trucks must be equipped with approved and tested meters per City of Chicago Ordinance.

All deliveries made by truck transport must be supported by a signed bill of lading, indicating the product type and quantity, as well as the source of the product.

Deliveries, except in the event of a declared emergency, must be made Monday through Saturday, excluding any legal holidays. Deliveries must be made F.O.B. City of Chicago, Illinois. (A list of delivery locations is contained within the Detailed Specifications of this document.)

BIDDER(s) fuel product(s) deliveries must be completed within 24 hours after receipt of a purchase order release.

(ix) Rejected Deliveries

CITY intends to sample deliveries, as required, to ensure high quality fuel product(s) meet the specifications outlined, herein. In the event properly sampled and analyzed testing determines BIDDER(s) delivery does not meet specifications, herein, CITY will reject deliveries and withhold payment as outlined under Testing in this specification.

(x) Fuel Reporting

The BIDDER(s) shall provide access to a password protected website where the CITY can review reports showing its historical fuel product(s) supply, distribution and delivery. Historical fuel product(s) CITY releases, distribution, delivery locations, fuel product(s) quantities and invoices, and/or other reports or information pertinent to CITY's purchase of fuel product(s) supply distribution and delivery from BIDDER(s) must be provided weekly, monthly, annually, and as requested by CITY.

BIDDER(s) reporting shall be submitted regularly in Microsoft excel format via email.

A sample of reports available online, if any, must be submitted as part of BIDDER(s) bid.

(xi) Responsibility for Inspection

Notwithstanding any requirements for inspections and/or tests contained within the Scope of Services and Deliverables of this document, BIDDER(s) shall perform any inspections and tests required to substantiate that the supplies and services provided under the contract conform to the specifications and contract requirements listed herein, including any technical requirements for the manufacturer's test procedures and ratings specified herein.

(xii) Testing

The CITY reserves the right to inspect and/or test any fuel furnished by the BIDDER(s) for full compliance to product specification. Any fuel product(s) samples which do not meet minimum specifications can be rejected and will serve as rejection for the entire lot and removed at BIDDER(s) cost.

(a) Testing Process

Upon request by the Chief Procurement Officer or the Commissioner of Assets, Information & Services (AIS) or their designee, the BIDDER(s) shall submit samples for tests and inspection, at no cost to the City. Fuel testing will be conducted by an independent reputable testing organization, chosen by the CITY, that is established and known in industry for their fuel testing expertise. Testing will conform to applicable ASTM specifications and methods and to CITY requirements as outlined in this specification. CITY recognizes that ASTM and other test specifications may contain specified margins of test variance. These shall be taken into consideration with respect to test results. All testing and inspection will be under the jurisdiction of the AIS Commissioner and/or his/her duly authorized representative. A decision by the AIS Commissioner and/or his/her duly authorized representative to reject or accept any fuel product(s) supply will be final.

If and when fuel product(s) testing is performed, the CITY will take multiple container samples of the fuel product(s) from the delivery tank truck or semi-trailer tanker prior to transfer and delivery into the CITY's designated product fuel storage tank(s). In the event fuel product(s) have been transferred and delivered into the CITY's designated fuel product(s) storage tank(s) and it is determined that fuel products should be tested, the testing process will include a testing sample taken from the CITY's designated fuel product(s) storage tank(s).

The CITY will inform the BIDDER(s) at the appropriate time if a particular fuel product(s) delivery made was sampled and will be tested. The BIDDER(s) may then request one of the multiple container samples taken. CITY shall retain fuel product(s) samples taken for up to ten (10) calendar days after the container was filled. In the event of delivery rejection, CITY shall retain a fuel product(s) sample from the delivery rejection and make the sample available to the BIDDER(s) for up to ten (10) calendar days after notification of rejection. It will be the responsibility of the BIDDER(s) to pick-up from the CITY a container sample the BIDDER(s) may want to have from a particular fuel delivery. If the fuel product tested is found to be in full compliance to this specification, then the CITY will absorb all costs associated with the testing of the ethanol fuel by the independent testing organization. The CITY shall only pay for fuel product(s) tests ordered by the CITY. The CITY will not absorb any costs associated with any additional fuel product(s) test(s) ordered/performed by the BIDDER(s). If the fuel product(s) tested are found not to be in compliance to the specification outlined herein, then the CITY will withhold payment as described below. Furnishing of fuel product(s) that are non-compliant to this specification can be grounds for contract termination, remediation, punitive damages and other possible action by the CITY against the BIDDER(s).

Prior to delivery and acceptance of fuel product(s) by the CITY, BIDDER(s) shall submit to the CITY's AIS Manager of Fleet Services or his/her designee for approval, five (5) notarized copies of a certified test report from a recognized independent testing laboratory, chosen by the CITY, stating that the fuel product(s) being supplied have been manufactured and tested in accordance with this specification.

(b) Payment Withholding and Applicable Fees

CITY intends to sample deliveries, as required, to ensure a high-quality product(s) is delivered and meet all requirement of this specification. In the event properly sampled and analyzed testing determines a particular fuel product(s) delivery does not meet specification, CITY will notify the BIDDER(s) and CITY will withhold from payment the cost of the sample testing plus an additional 100% of the sample testing costs for administrative expenses. The administrative expenses represent the cost of sampling and handling in the field, accounting, and administrative fees. If CITY, at its sole discretion, determines the BIDDER(s) is unreliable due to an excessive amount of fuel product(s) delivery rejections, then CITY will pursue other remedies described in this specification and contract documents.

(xiii) Warranty

The product shall be guaranteed by the manufacturer and BIDDER(s) to be free from defects in material and chemical composition at date of delivery.

The BIDDER(s) agrees to promptly correct by replacement any defect or failure of compliance that may be discovered during testing as outlined in this specification. Any part or material replaced under this guarantee shall be guaranteed from the date of replacement.

The BIDDER(s)'s obligation shall include reimbursement to the CITY for any labor, material, transportation or reinstallation costs incurred by the CITY in making any correction assented to by the BIDDER(s).

The warranty information stated in the CITY contract document supersedes or is considered in addition to the warranty requirements stated above.

(xiv) Spill Handling Procedure

BIDDER(s) shall be responsible for handling fuel spills and cleanup of fuel spills under this specification and contract. Each spill should be treated as an individual case due to such variables as the size of the spill, type of flammable or combustible liquid involved, wind and weather conditions, equipment arrangement, occupancy, emergency equipment, and personnel available. BIDDER(s) shall handle fuel spills as outlined in this specification by taking the following actions deemed appropriate in the event of a fuel spill:

BIDDER(s) shall stop the flow of fuel, if possible. If BIDDER(s) discover fuel product(s) is leaking or spilling from fuel servicing equipment or hoses, the emergency fuel shutoff should be operated at once.

BIDDER(s) shall notify vehicle occupant(s) if the spill presents a fire hazard. Small spills permit routine exceptions. CITY supervisory personnel should be notified to ensure that operations in progress can be continued safely or halted until the emergency is past and that corrective measures are taken to prevent recurrence of a similar accident.

BIDDER(s) shall evacuate vehicle(s) if necessary. If BIDDER(s) discover the spill poses serious fire exposure to the vehicle or its occupants, BIDDER(s) is responsible for vehicle evacuation. BIDDER(s) or occupant(s) walking through the liquid area of the fuel spill is NOT permitted. Persons who have been sprayed with fuel or had their clothing soaked with fuel should go to a place of refuge, remove their clothing, and wash. Persons whose clothing has been ignited should be wrapped in blankets, coats, or other items or should be told to or forced to roll on the ground.

BIDDER(s) is responsible for removing mobile fueling equipment, and all other mobile equipment shall be withdrawn from the area or left as is until the spilled fuel is removed or made safe. No fixed rule can be made as fire safety varies with circumstances. Shutting down equipment or moving vehicles can provide a source of ignition if no fire immediately results from the spillage.

BIDDER(s) is responsible for ensuring that automotive or spark-producing equipment in the area should not be started before the spilled fuel is removed or made safe. If a vehicle or equipment is running at the time of the spill, BIDDER(s) shall drive or direct persons to drive the vehicle away from the hazard area unless the hazard to personnel is judged too severe. Fuel product(s) servicing vehicles or equipment in operation at the time of the spill should not be moved until a check is made to verify that any fuel hose that could have been in use or connected between the vehicle and the aircraft is safely stowed.

BIDDER(s) is responsible for moving any vehicle or operating equipment away from the hazard area; unless air currents set up by operating power plants would aggravate the extent or the nature of the existing vapor hazard.

BIDDER(s) and BIDDER(s) employees shall be knowledgeable and have training in fuel spill handling; understanding that the volatility of the fuel can be a major factor in the initial severity of the hazard created by a spill. Gasoline and other low flash point fuels at normal temperatures and pressures produce vapors that are capable of forming ignitable mixtures with the air near the surface of the liquid, whereas this condition does not normally exist.

BIDDER(s) shall, in conjunction with CITY personnel, contain the spill using spill response equipment to the extent that is safely possible. Isolate/protect sensitive receptors (storm water drains, sewers, UST manways or the public right-of-way) with booms/dikes.

BIDDER(s) is responsible for completely cleaning up all fuel spills that are caused by the BIDDER(s) or that occur as a result of fuel delivery operations. BIDDER(s) must properly containerize and dispose of fuel spill materials in accordance with all laws and regulations.

(xv) Truck Transports and Tank Wagons

BIDDER(s) Truck Transports and Tank Wagons:

The BIDDER(s) truck transports and tank wagons must be equipped with fully operational vapor recovery systems, which are approved and tested by the EPA.

(a) CITY Tank Wagons

The City currently owns and operates several tank wagons, equipped with API Standard bottom loading fittings and with overflow protection fittings manufactured by EMCO-Wheaton. The tankers are also equipped with EMCO-Wheaton vapor recovery systems or equivalent.

The City will use its tank wagons primarily for emergency situations to pick up reformulated gasoline from the BIDDER(s) and or refiner terminal. CITY reserves the option to use its tank wagons for fuel pick-up at any time, if deemed advantageous by the CITY.

(xvi) Federal, State, and Local Regulations

The BIDDER(s) shall ensure compliance with all federal, state and local laws, statutes, and ordinances for fuel supply, distribution and delivery services to the CITY which include but may not be limited to the details outlined in the following service areas:

(a) Federal Law(s)

Environmental Protection Administration (EPA)

1) Clean Air Act

BIDDER(s) shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, BIDDER(s) must comply with applicable requirements of U.S. EPA regulations, "Conformity to State or 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.

BIDDER(s) shall report and require any and all vendors, suppliers, contractors and subcontractors to report any and all violation(s) of these requirements resulting from any activity related to the implementation of this specification and contract to the CITY and the appropriate U.S. EPA Regional Office.

CITY is subject to conditions contained within Clean Air Act Permit Program (CAAPP) Permit No. 07030001, administered by the Illinois Environmental Protection Agency, for the fuel site located at 10000 Montrose Ave (O'Hare).

2) Spill(s) Handling

The CITY is subject to Clean Water Act regulations, specifically Oil Pollution Prevention regulations contained in 40 C.F.R. Part 112 and National Pollutant Discharge Elimination System (NPDES) regulations.

Internal Revenue Service; Taxes

1) Federal, State and Local Tax Exemptions

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9998-1874-08. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute.

2) Federal Oil Tax; Environmental tax

CITY is subject to imposition of U.S. Internal Revenue Service Federal Oil Spill Tax under 26 U.S. Code § 4611.

The price or prices quoted herein and all invoicing shall include a separate line item for Federal Oil Spill Tax and a separate line item for any and all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal laws and regulations.

Occupational Safety and Health Administration (OSHA)

1) BIDDER(s) shall comply with all applicable standards, orders, and regulations issued pursuant to Occupational Safety and Health Administration Title 29 C.F.R. 1910.

Safety Data Sheets must be submitted with this proposal for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish an SDS for each item contained in the releases against this contract with the delivery of those materials.

Department of Transportation (DOT)

BIDDER(s) shall comply with all applicable standards, orders, and regulations issued pursuant to Department of Transportation regulations in Title 49 C.F.R., Pipeline and Hazardous Materials Safety Administration.

(b) State of Illinois Statute(s)

1) State of Illinois Law Limiting Idling

Illinois State statute 625 ILCS 5/11-1429 prohibits diesel vehicles of more than 8,000 pounds (heavy-duty trucks and buses) from idling for more than ten minutes per hour when they are parked. The State law applies in areas of the State of Illinois that do not meet federal air quality standards.

2) Pursuant to 35 IAC 218.584(a), each gasoline delivery vessel that fills the unleaded gasoline storage tank must comply with the following conditions: 1) Shall have a vapor space connection that is equipped with fittings which are vapor tight; 2) Shall have its hatches closed at all times during loading or unloading operations, unless a top loading vapor recovery system is used; 3) Shall not internally exceed a gauge pressure of 18 inches of water or a vacuum of 6 inches of water; 4) Shall be designed and maintained to be vapor tight at all times during normal operations; 5) Shall not be filled in Illinois at other than a bulk gasoline terminal that complies with the requirements of 35 IAC 218.581(b).

3) Pursuant to 35 IAC 218.586(b) and (b), delivery vehicles will display a sticker, decal, or stencil which contains the tester's name, the tank identification number and the date of the annual test.

(c) City of Chicago Ordinance(s)

1) City of Chicago Idling Ordinance and Policy

In 2009, the Chicago City Council passed an anti-idling ordinance applicable to diesel vehicle(s). Section 9-80-095 of the City's Traffic Code limits standing (idling) of on-road diesel-powered vehicle(s) within the City's borders to a total of three (3) minutes within a sixty-minute period. This policy applies to all non-emergency City vehicles, whether powered by gasoline, diesel, or alternative fuels.

The idling law can be enforced by Department of Public Health (CDPH) inspectors, traffic control aides, parking enforcement aides, and police officers.

The penalty for violating the excessive standing code is \$250 per violation.

The ordinance is in section 9-80-095 of the Chicago Municipal Code.

2) Excessive Visible Emissions Regulation

The City's Traffic Code also prohibits visible emissions. Section 9-76-140 requires exhaust systems to be equipped and adjusted in order to prevent the escape of excessive fumes or smoke.

The penalty for operating a vehicle that is generating excessive amounts of visible emissions from the exhaust pipe is \$100 per violation.

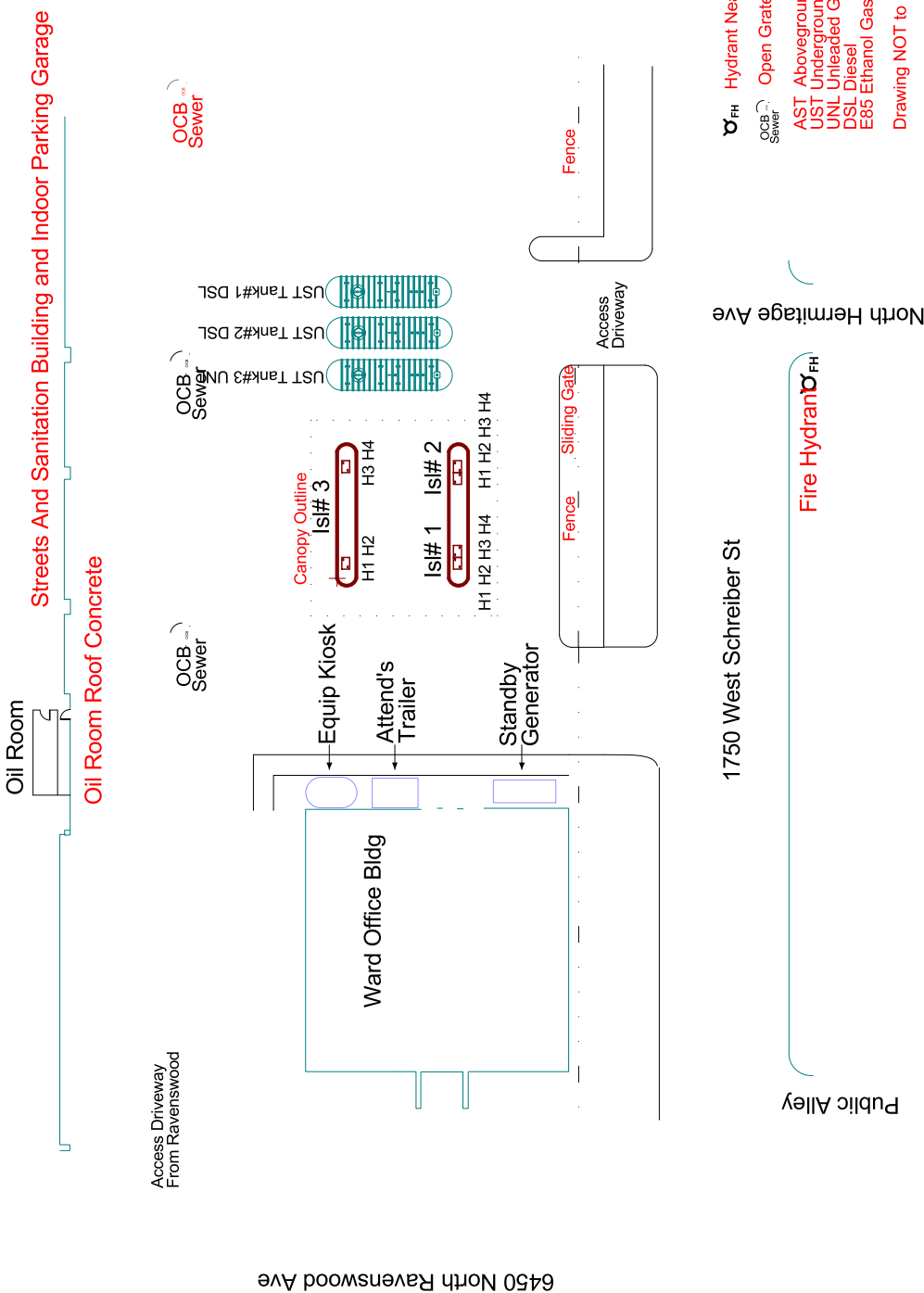
City - Wide Fueling Site Locations and Facilities Drawings

Please see attached Drawings.

Technical Requirements & Scope of Services 02/2020

City - Wide Fueling Site Locations and Facilities Table

Site#	Site Designation	Location	Ward	Site Attendance	Hours of Operation	Available Fluids	Products and Fuel Tanks				IL/OSFM Facility No.	CAAPP ID#	
							US7 gallons Unleaded E10	E85	E85	AFT			DEF
TBD (most likely FS001)		1685 N. Throop 60642-Closed 11/2017 Relocating to 1150 N. Branch (Opening 01/2019) (Relocation subject to change) Address will be 1150A N. North Branch	27th	Yes	7 Day/24Hours/365	Motor Oil, Windshield Solvent, Antifreeze	2 x 12,000	1 x 20,000	None	1 x 1,000	1 x 750	None	TBD
FS002	Megasite	6441 N. Ravenswood Ave. 60626	40 th	Yes	7 Day/7am-11pm Holidays 7am-3pm Closed all Holidays	Motor Oil, Windshield Solvent, Antifreeze	2 x 12,000	1 x 12,000	None	1 x 1,000	1 x 500	None	2-018791
FS003	Megasite	4332 W. Ferdinand St. 60624	28 th	Yes	7 Day/24Hours/ Closed all Holidays	Motor Oil, Windshield Solvent, Antifreeze	2 x 12,000	1 x 12,000	None	1 x 1,000	1 x 1,000	Yes	2-036929
FS004	Megasite	3746 S. Iron St 60609	11 th	Yes	7 Day/24Hours/365	Motor Oil, Windshield Solvent, Antifreeze	2 x 20,000	1 x 20,000	None	1 x 1,000	1 x 1,000	Yes	2-042062
FS005	Megasite	4840 W. Sunnyside 60630	45 th	Yes	7 Day/24Hours/365	Motor Oil, Windshield Solvent, Antifreeze	2 x 12,000	1 x 12,000	None	1 x 1,000	1 x 1,000	Yes	2-038538
FS006	Megasite	10101 S. Stony Island Ave 60617	7 th	Yes	7 Day/24Hours/365	Motor Oil, Windshield Solvent, Antifreeze	2 x 12,000	1 x 12,000	None	1 x 1,000	1 x 1,000	Yes	2-008888
FS007	Megasite	O'Hare Airport AMC 10000 W. Montrose Ave 60666	19 th	Yes	7 Day/24Hours/365	None	2 x 20,000	1 x 20,000	None	1 x 1,000	1 x 1,000	Yes	2-08842
FS008	Fuelsite	10414 S. Vincennes Av. 60643	20 th	Yes	7 Day/7am-11pm Holidays 7am-3pm	Motor Oil, Windshield Solvent, Antifreeze	2 x 12,000	1 x 12,000	1 x 12,000	1 x 500	1 x 500	None	2-037545
FS009	Fuelsite	25 W. 65th St. 60637	41 st	Yes	7 Day/24Hours/ Closed all Holidays Aviation Personnel Only. Closed to Outside Depts.	Motor Oil, Windshield Solvent, Antifreeze	2 x 12,000	1 x 12,000	1 x 12,000	1 x 500	1 x 1,000	Yes	2-041380
F202	Fuelsite	Midway Airport AMC 5150 W. 63rd St. 60638	23 rd	Yes	7 Day/24Hours/365	None	1 x 10,000	1 x 10,000	None	1 x 1,000	1 x 500	None	2-037190
FS205	Fuelsite	Chicago Police Dept. Garage #4 3245 N. Campbell Ave. 60618	22 nd	No	7 Day/24Hrs/365	None	None	1 x 12,000	1 x 12,000	None	1 x 1,000	None	2-007566
FS210	Sanitation Stand Alone	3757 West 34th Street, 60623	22 nd	No	Refuse Trucks only. Closed to Outside Depts.	None	None	None	None	None	None	None	None
MU001	Boats	Fire/Police Marine Units Navy Pier	42 nd	No	7 Day/24Hours/365	None	100 to 4000	100-500					
PKNT01	Pavilion	Parks District Northery Island	27 th	No	Mon-Fri 7am-4pm	None	200-1000						
BG001	Backup Generators	Backup Generators City Colleges Fire Stations Public Health Public Library	Various	No	Mon-Fri 7am-4pm	None	500-2000						



Oil Room Storage

Product	Container	Qty
10-30w Oil	55gl Drum	2
5-20w Oil	55gl Drum	2
15-40w Oil	55gl Drum	2
gease	20gl Drum	1

Windshield Washer Fluid 250 gl
Methanol < 38% by weight
NFPA Hazard Rating
Health 1 Fire 3

Site Tank Hose Configuration

Island#	Hose#	Product	Tank#	Island#	Hose#	Product	Tank#
1	1	UNL	3	2	1	DSL	2
1	2	UNL	3	2	2	DSL	2
1	3	DSL	2	2	3	UNL	3
1	4	DSL	2	2	4	UNL	3

- PH Hydrant Nearest Water Source
 - OCB Sewer
 - Open Grate Sewer
 - AST Aboveground Storage Tank
 - UST Underground Storage Tank
 - UNL Unleaded Gasoline
 - DSL Diesel
 - E85 Ethanol Gasoline
- Drawing NOT to Scale

City of Chicago
Dept of Fleet Management
Tier 2 Manager Sean Danaher
Tier 2 Facility ID 13671
Lat/Long : 42.00 / 87.68
Cross Streets: 1750 W. Schreiber St
Cross Streets: 6450 N. Ravenswood St
Revision Date: 03/2010
6445 N. Ravenswood St
Chicago 60626
Phone 312-744-4136
FS#02 Ravenswood

500 N. Tripp Ave



4233 W. Ferdinand Street



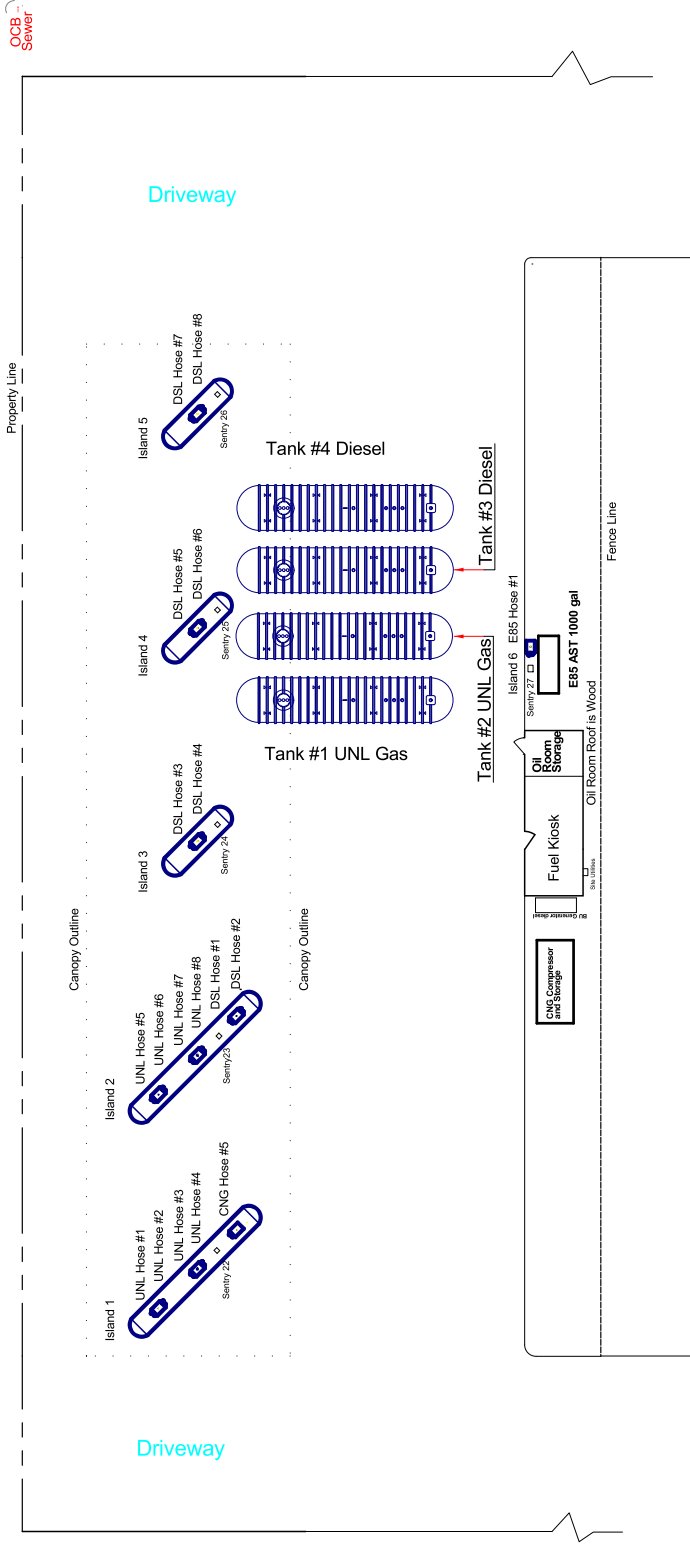
OCB Sewer

OCB Sewer

Lat/Lon: 41.89 / 87.3
 Cross Streets: 4200 W. Ferdinand St.
 Cross Streets: 500 N. Tripp Ave

Tier 2 Facility ID 13675
 Tier 2 Manager Sean Danaher
 City of Chicago Dept. of Fleet Management
 Revision Date: 11/10/2010

Fuel Site #3 Northwest
 4233 W. Ferdinand Street
 Chicago 60624
 Phone 312-746-7556



Oil Room Storage

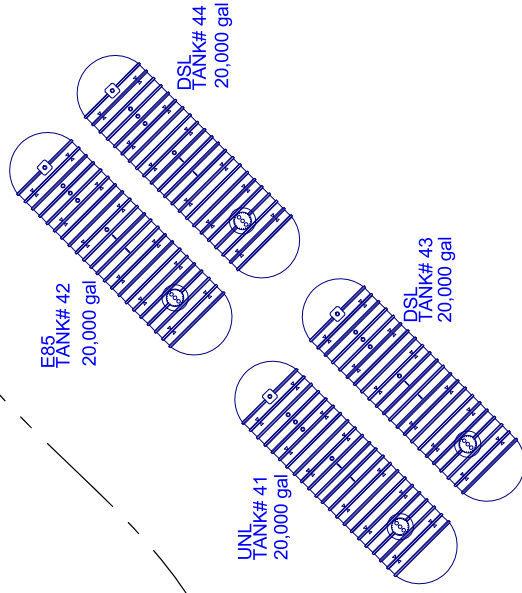
Product	Container	Qty
10-30w Oil	55g Drum	2
5-20w Oil	55g Drum	2
15-40w Oil	55g Drum	2
gease	20g Drum	1

Windsheid Washer Fluid: 250 gal
 Methanol < 38% by weight
 NFPA Hazard Rating
 Health 1 Fire 3

Site Tank Hose Configuration

Island #	Hose	Tank	Prod
Island #1	1	31	UNL
	2	31	UNL
	3	31	UNL
	4	31	UNL
	5	35	CNG
Island #2	1	33	Prod
	2	33	DSL
	3	33	DSL
Island #3	1	33	Prod
	2	33	DSL
	3	33	DSL
Island #4	1	34	Prod
	2	34	DSL
	3	34	DSL
Island #5	1	34	Prod
	2	34	DSL
	3	34	DSL
Island #6	1	36	Prod
	2	36	DSL
	3	36	DSL

- FH Hydrant Nearest Water Source
 - OCB Sewer Open Grate Sewer
 - AST Aboveground Storage Tank
 - UNL Underground Storage Tank
 - UNL Unleaded Gasoline
 - DSL Diesel
 - E85 Ethanol Gasoline
- Drawing NOT to Scale



Property Line

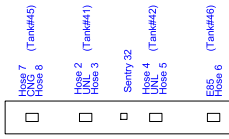
Cng Compressor Location TANK# 45

Oil Room Storage Roof is wood



EM GEN

AST 1000 gal Tank TANK# 46 Tank is not used and empty



Oil Room Storage

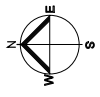
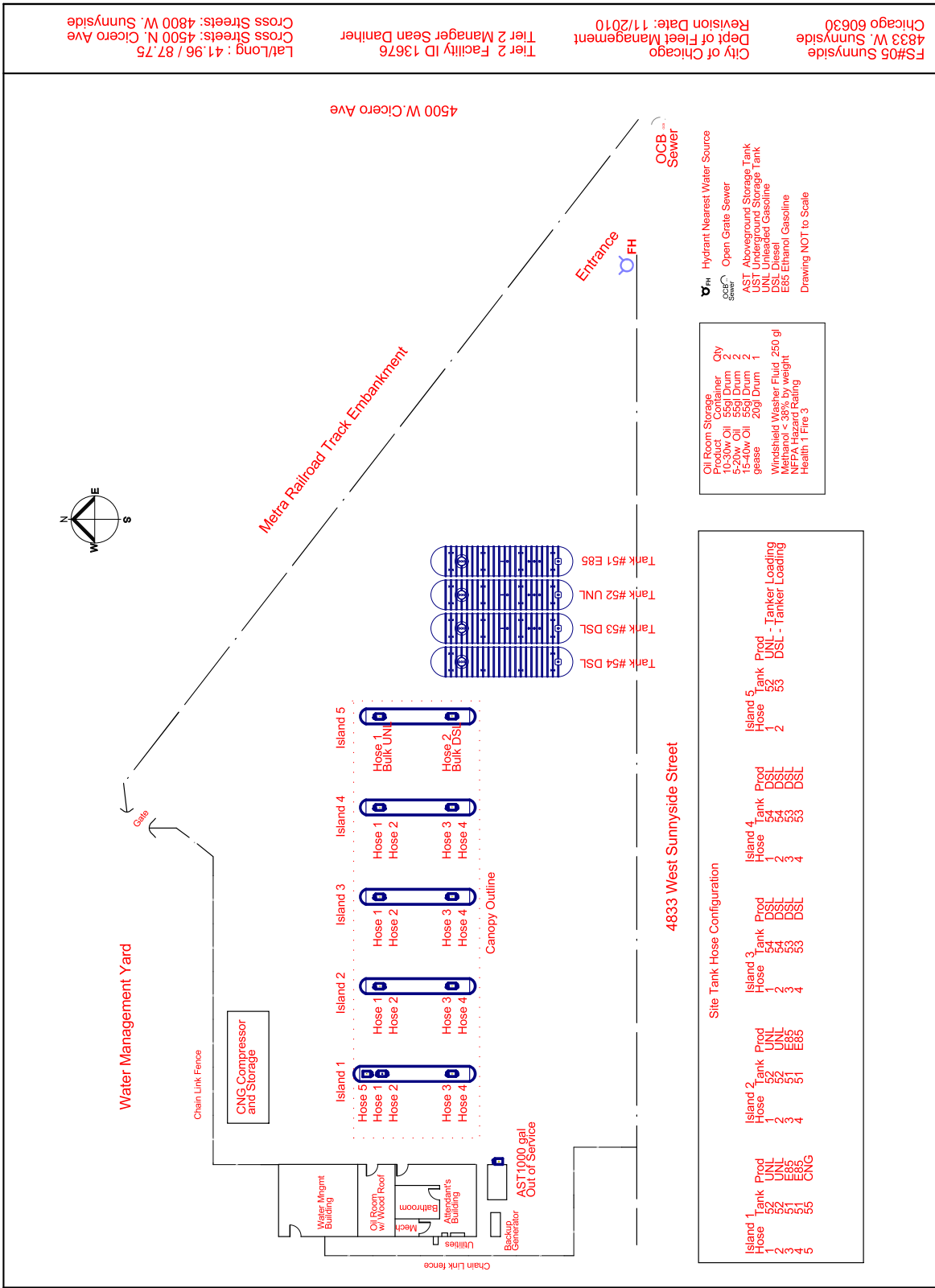
Product	Container	Qty
10-30w Oil	55gl Drum	2
5-20w Oil	55gl Drum	2
15-40w Oil	55gl Drum	2
gease	20gl Drum	1

Windshield Washer Fluid, 250 gl
Methanol < 38% by weight
NFPA Hazard Rating
Health 1 Fire 3

Site Tank Hose Configuration

Island#	Hose#	Product	Tank#	Island#	Hose#	Product	Tank#	Island#	Hose#	Product	Tank#
1	1	UNL	1	4	1	DSL	4	4	6	DSL	4
1	2	UNL	2	4	2	UNL	4	4	6	E85	2
1	3	E85	2	4	3	DSL	3	4	6	DSL	3
1	4	E85	2	4	4	DSL	3	4	6	DSL	3
1	5	E85	2	4	4	DSL	3	4	6	DSL	3
1	7	CNG	5	5	1	UNL	4	4	4	UNL	4
1	8	CNG	5	5	2	E85	2	3	3	E85	3
1	1	UNL	1	1	1	UNL	1	1	1	UNL	1
1	2	UNL	2	2	2	E85	2	2	2	E85	2
1	3	E85	2	2	3	E85	2	3	3	E85	3
1	4	E85	2	2	4	E85	2	4	4	E85	4
1	5	E85	2	2	4	E85	2	4	4	E85	4
1	6	CNG	5	5	5	UNL	4	5	5	UNL	4
1	7	CNG	5	5	6	E85	2	6	6	E85	3
1	8	CNG	5	5	7	E85	2	7	7	E85	3

Hydrant Nearest Water Source
Open Grate Sewer
AST Aboveground Storage Tank
UST Underground Storage Tank
UNL Unleaded Gasoline
DSL Diesel
E85 Ethanol Gasoline
Drawing NOT to Scale



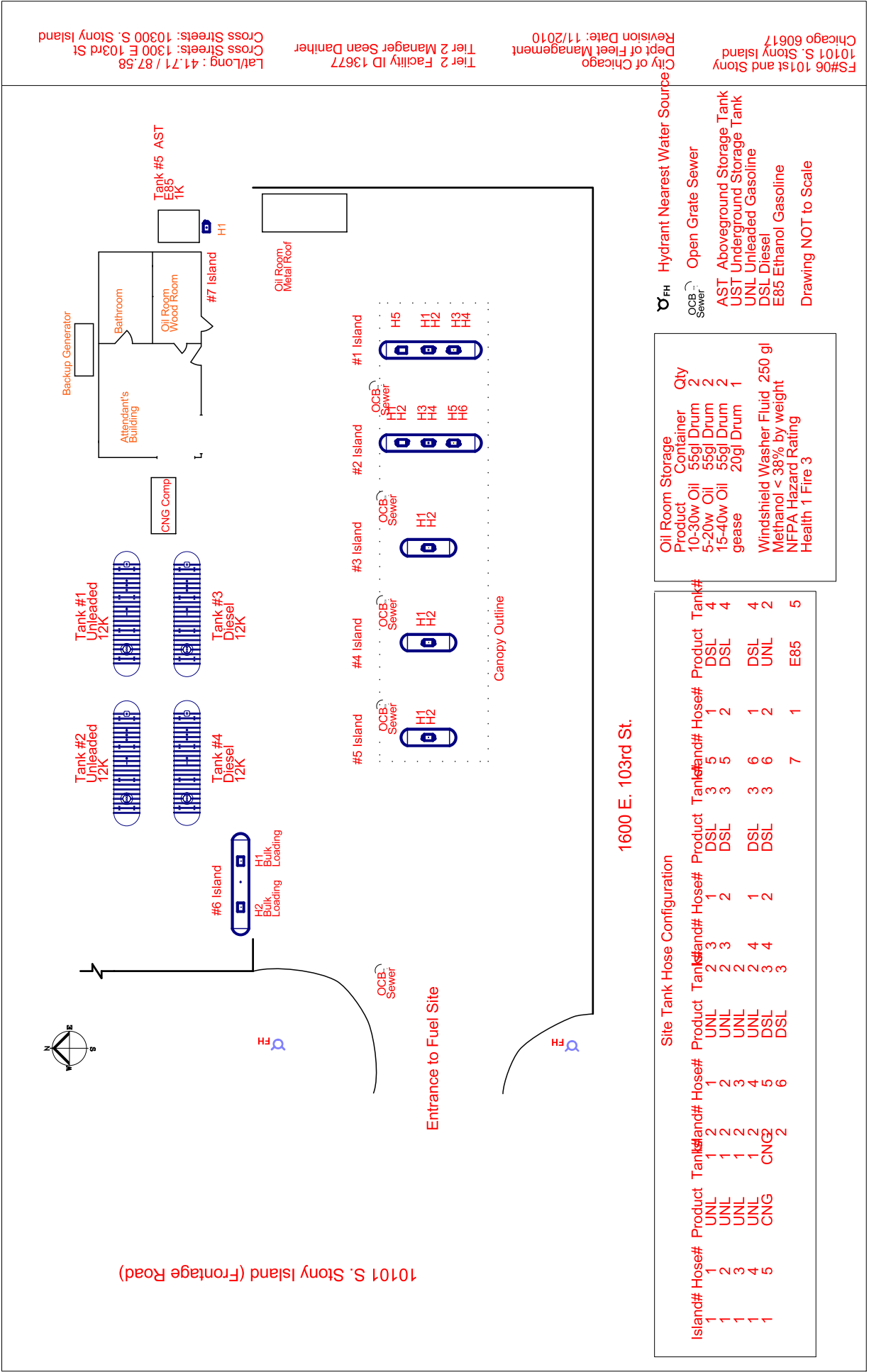
Oil Room Storage

Product	Qty
10-30w Oil	2
5-20w Oil	2
55g Drum	2
55g Drum	2
20g Drum	1
Unleaded Gasoline	1
DSL Diesel	1
E85 Ethanol Gasoline	1

AST Aboveground Storage Tank
 UNL Underground Storage Tank
 DSL Diesel
 E85 Ethanol Gasoline
 Drawing NOT to Scale

Site Tank Hose Configuration

Island	Tank	Prod	Prod	Prod
Island 1	Hose 1	52	UNL	UNL
	Hose 2	51	E85	E85
	Hose 3	51	E85	E85
	Hose 4	51	E85	E85
Island 2	Hose 1	52	UNL	UNL
	Hose 2	51	E85	E85
	Hose 3	51	E85	E85
	Hose 4	51	E85	E85
Island 3	Hose 1	54	DSL	DSL
	Hose 2	54	DSL	DSL
	Hose 3	53	DSL	DSL
	Hose 4	53	DSL	DSL
Island 4	Hose 1	54	DSL	DSL
	Hose 2	54	DSL	DSL
	Hose 3	53	DSL	DSL
	Hose 4	53	DSL	DSL
Island 5	Hose 1	53	DSL	DSL
	Hose 2	53	DSL	DSL



10101 S. Stony Island (Frontage Road)

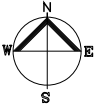
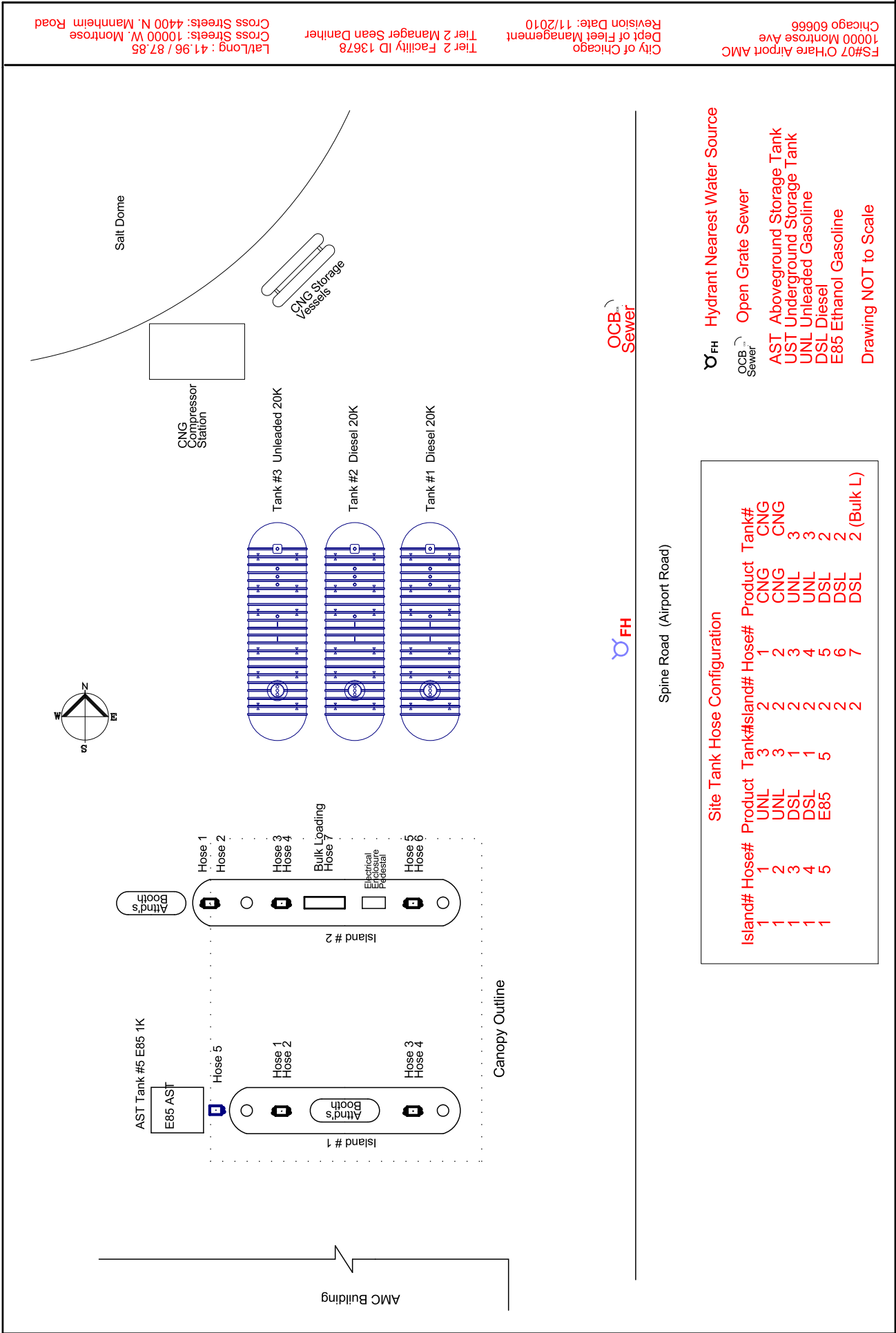
1600 E. 103rd St.

FH Hydrant Nearest Water Source
OCB Sewer Open Grate Sewer
 AST Aboveground Storage Tank
 UST Underground Storage Tank
 UNL Unleaded Gasoline
 DSL Diesel
 E85 Ethanol Gasoline
 Drawing NOT to Scale

Oil Room Storage Product	Container	Qty
10-30w Oil	55gl Drum	2
5-20w Oil	55gl Drum	2
15-40w Oil	55gl Drum	2
gease	20gl Drum	1
Windshield Washer Fluid	250 gl	
Methanol < 38% by weight		
NFPA Hazard Rating		
Health 1	Fire 3	

Island#	Hose#	Product	Tank#	Island#	Hose#	Product	Tank#	Island#	Hose#	Product	Tank#
1	1	UNL	1	2	1	UNL	2	3	1	UNL	3
1	2	UNL	1	2	2	UNL	3	3	2	UNL	4
1	3	UNL	1	2	3	UNL	4	4	1	UNL	5
1	4	UNL	1	2	4	UNL	5	5	2	UNL	6
1	5	CNG	CN	2	2	UNL	3	6	2	UNL	4
						DSL	3	7	1	E85	5

Site Tank Hose Configuration



OCB Sewer

FH

Spine Road (Airport Road)

Site Tank Hose Configuration

Island#	Hose#	Product	Tank#	Island#	Hose#	Product	Tank#
1	1	UNL	3	2	1	CNG	CNG
1	2	UNL	3	2	2	CNG	CNG
1	3	DSL	1	2	3	UNL	3
1	4	DSL	1	2	4	UNL	3
1	5	E85	5	2	5	DSL	2
				2	6	DSL	2
				2	7	DSL	2 (Bulk L)

FH Hydrant Nearest Water Source

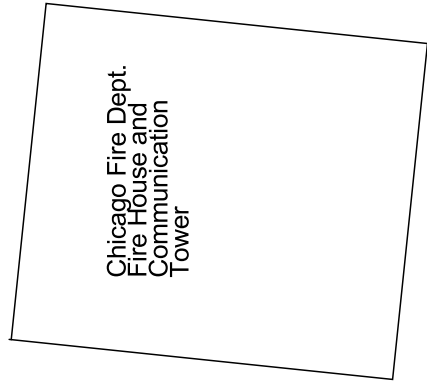
OCB Sewer Open Grate Sewer

- AST Aboveground Storage Tank
- UST Underground Storage Tank
- UNL Unleaded Gasoline
- DSL Diesel
- E85 Ethanol Gasoline

Drawing NOT to Scale



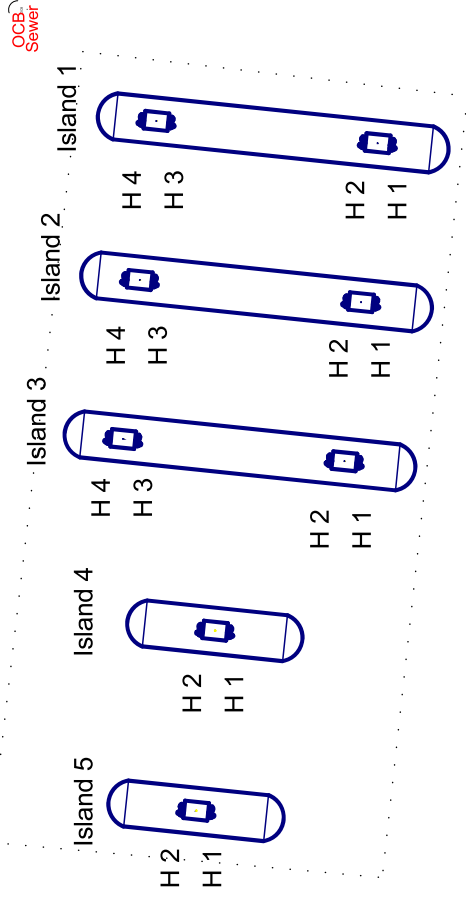
FH



OCB Sewer

10420 South Vincennes Ave

Canopy Outline



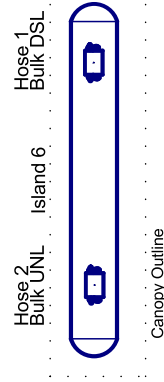
OCB Sewer

FH

1300 West 104th Street

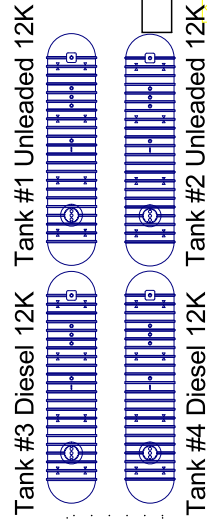
OCB Sewer

FH

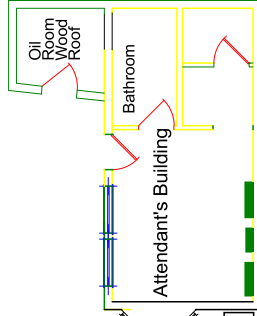


OCB Sewer

Hose 1 Bulk DSL



Canopy Outline



10400 South Charles Street

Site Tank Hose Configuration

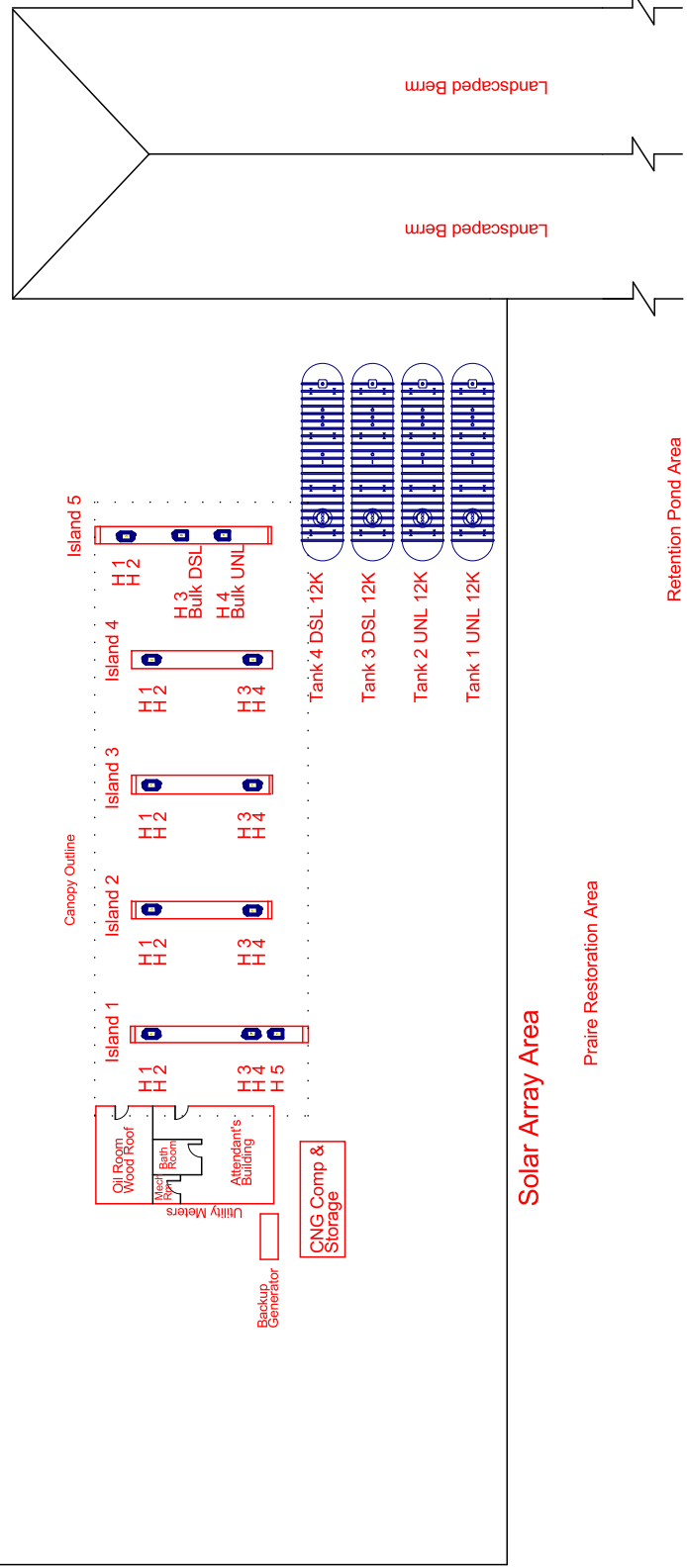
Island#	Hose#	Product	Tank#	Hose#	Product	Tank#	Hose#	Product	Tank#	Qty
1	1	UNL	2	1	DSL	4	1	DSL	3	2
1	2	UNL	2	2	DSL	4	2	DSL	3	2
1	3	UNL	2	3	DSL	4	3	DSL	3	2
1	4	UNL	2	4	DSL	4	4	DSL	4	1
2	1	UNL	1	1	DSL	4	1	UNL	1	250
2	2	UNL	1	2	DSL	4	2	UNL	1	250
2	3	UNL	1	3	DSL	4	3	UNL	1	250
2	4	UNL	1	4	DSL	4	4	UNL	1	250

- Oil Room Storage
- Product Container Qty
- 10-30w Oil 55gl Drum 2
- 5-20w Oil 55gl Drum 2
- 15-40w Oil 55gl Drum 2
- gease 20gl Drum 1
- Windshield Washer Fluid 250 gl
- Methanol < 38% by weight
- NFPA Hazard Rating
- Health 1 Fire 3

- Hydrant Nearest Water Source
- FH Open Grate Sewer
- OCB Sewer
- UST Underground Storage Tank
- UNL Unleaded Gasoline
- DSL Diesel
- Drawing NOT to Scale

Entrance

Exit



Solar Array Area

Prairie Restoration Area

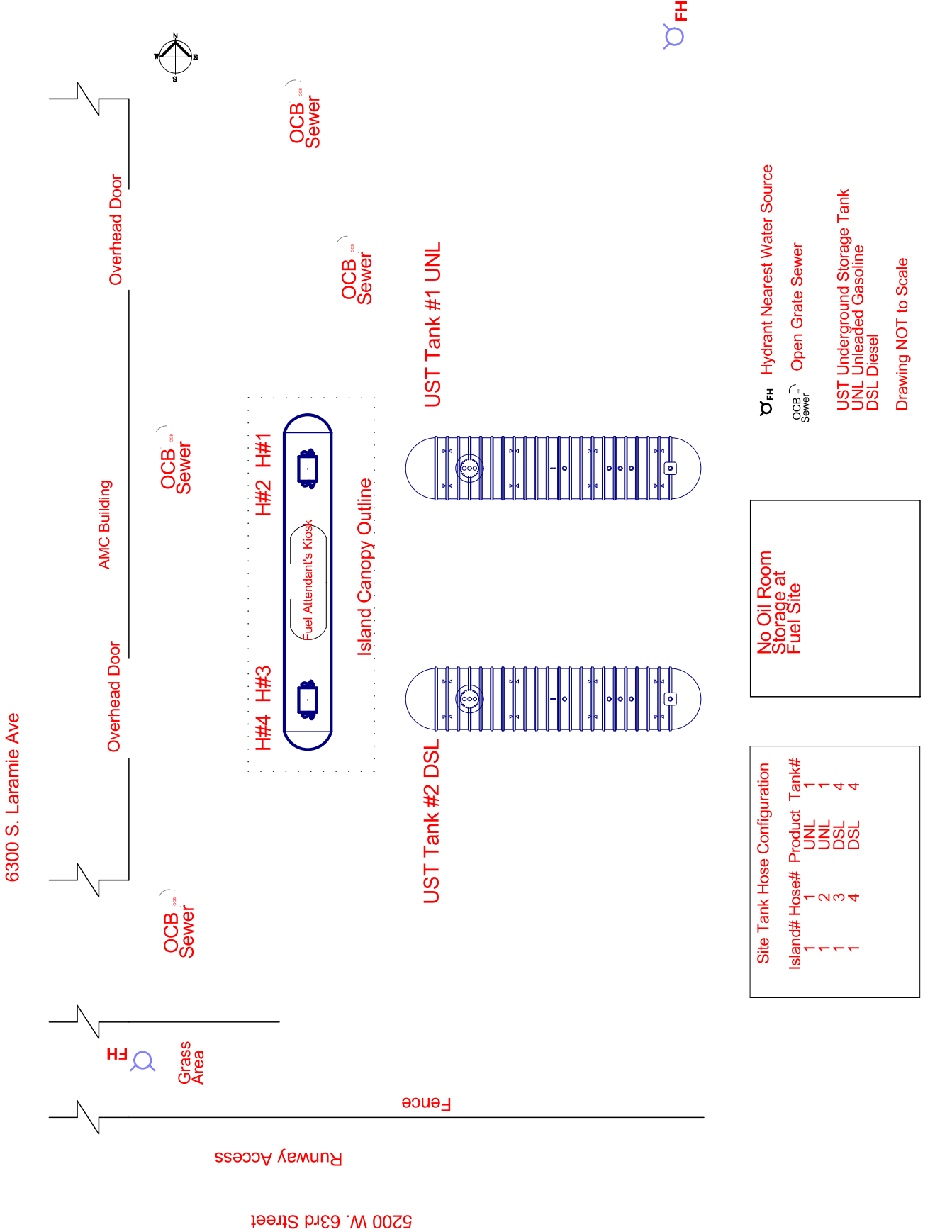
Retention Pond Area

Site Tank Hose Configuration

Island#	Hose#	Product	Tank#	Island#	Hose#	Product	Tank#
1	1	UNL	2	3	1	DSL	4
1	2	UNL	2	3	2	DSL	4
1	3	UNL	1	3	3	DSL	3
1	4	UNL	1	3	4	DSL	3
1	5	CNG					
2	1	UNL	2	4	1	DSL	4
2	2	UNL	2	4	2	DSL	4
3	3	UNL	1	4	3	DSL	3
3	4	UNL	1	4	4	DSL	3

Oil Room Storage Product	Container	Qty
10-30w Oil	55gl Drum	2
5-20w Oil	55gl Drum	2
15-40w Oil	55gl Drum	2
gease	20gl Drum	1
Windshield Washer Fluid	250 gl	
Methanol	< 38% by weight	
NFPA Hazard Rating		
Health	1 Fire 3	

Hydrant Nearest Water Source
 Open Grate Sewer
 AST Aboveground Storage Tank
 UNL Underground Storage Tank
 DSL Diesel
 E85 Ethanol Gasoline
 Drawing NOT to Scale



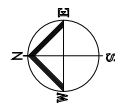
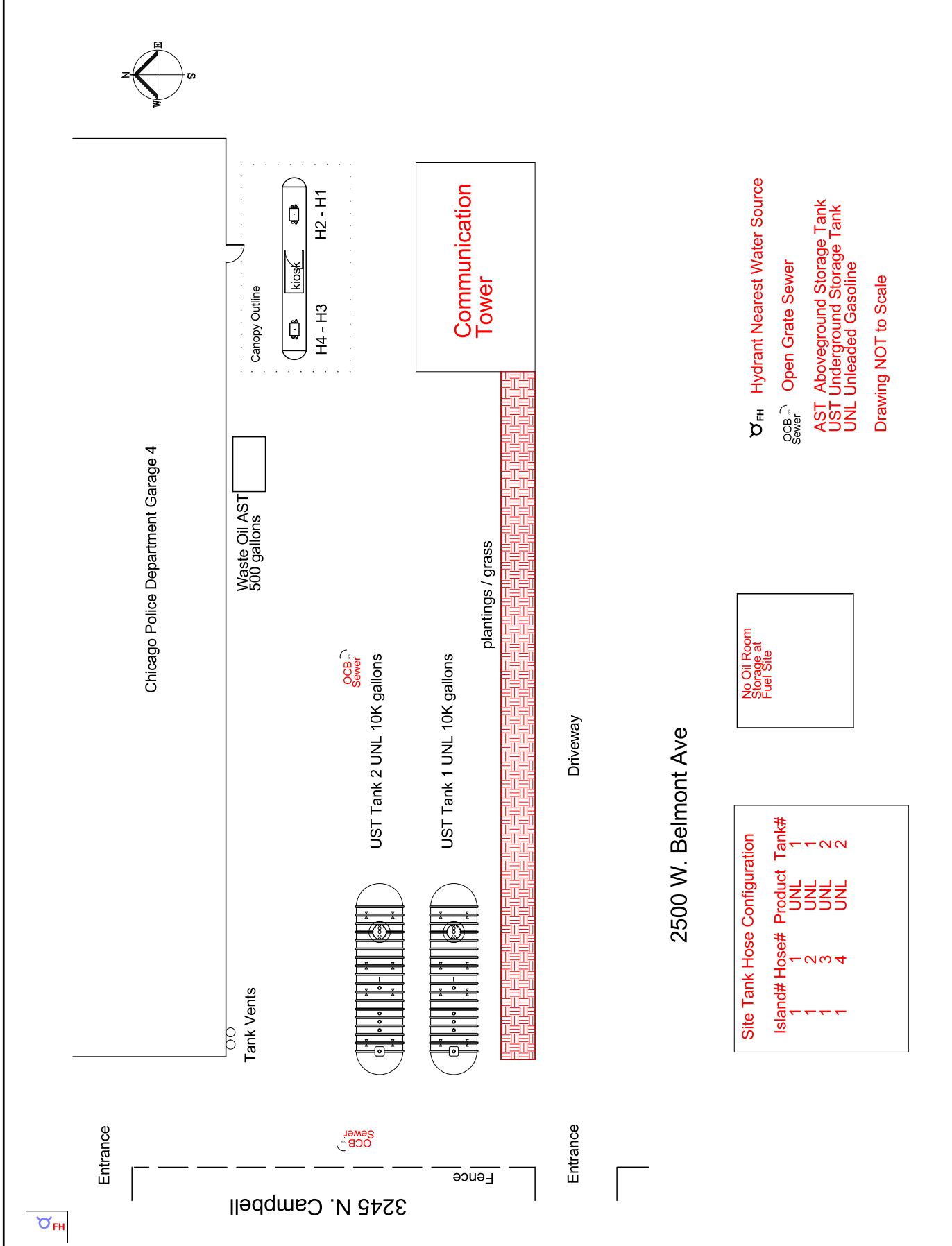
Site Tank Hose Configuration

Island#	Hose#	Product	Tank#
1	1	UNL	1
1	2	UNL	1
1	3	DSL	4
1	4	DSL	4

No Oil Room Storage at Fuel Site

FH Hydrant Nearest Water Source
 OCB Sewer Open Grate Sewer
 UST Underground Storage Tank
 UNL Unleaded Gasoline
 DSL Diesel
 Drawing NOT to Scale





Site Tank Hose Configuration		
Island#	Hose#	Product Tank#
1	1	UNL 1
1	2	UNL 1
1	3	UNL 2
1	4	UNL 2

No Oil Room Storage at Fuel Site

- FH Hydrant Nearest Water Source
 - OCB Sewer
 - Open Grate Sewer
 - AST Aboveground Storage Tank
 - UST Underground Storage Tank
 - UNL Unleaded Gasoline
- Drawing NOT to Scale



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
25%	5%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms

and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

- c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

Counting MBE/WBE Participation Toward the Contract Specific Goals

1.4.

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.

- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than

fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

1.5.1. Direct Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

1.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection **Error! Reference source not found.** "**Error! Reference source not found.**") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

1.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

- (3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).** If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section Error! Reference source not found. "Error! Reference source not found.," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

- (4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section Error! Reference source not found. "Error! Reference source not found." herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

- (5) **Application for Approval of Mentor Protégé Agreement**
Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the

City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

1.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 - e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a

1.9. bid incentive

under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

1.11. Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- 1.10.** b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

1.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A Assist Agency List (Rev. Sept 2016)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com</p> <p>Web: www.aaabna.org</p> <p>Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: valerie@blackcontractorsunited.com</p> <p>Web: www.blackcontractorsunited.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: grodriguez@lgbtcc.com Web: www.lgbtcc.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomscd.org Web: www.chicagomscd.org</p>	<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org</p>
<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Women in Trades (CWIT) 2444 W. 1 6th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org</p>	<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us</p>
<p>Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org</p>
<p>Maintains list of certified firms: No</p>	<p>Web: www.farsouthcdc.org</p>
<p>Provides training for businesses: Yes</p>	<p>Maintains list of certified firms: No Provides training for businesses: Yes</p>

<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com</p>	<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org</p>
<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org</p>	<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org</p>
<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbuisness.net Web: www.ihccbuisness.net</p>
<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org / vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org</p> <p>Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>South Shore Chamber, Inc. * 1750 E. 71st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: twertz@southshorechamberinc.org Web: www.southshorechamberinc.org</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: USMinorityContractors.org</p>
<p>Web: www.themonroefoundation.org</p>	<p>Maintains list of certified firms: Yes</p>
<p>Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org</p>	<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com</p>
<p>Web: www.wbdc.org</p>	<p>Web: www.wcoeusa.org</p>
<p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com</p>	
<p>Maintains list of certified firms: No Provides training for businesses: Yes</p>	

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____ :

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806

Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____ .

Sincerely,

Schedule B - Affidavit of Joint Venture

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

- VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 - 1. Profit and loss sharing: _____
 - 2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

Schedule B: Affidavit of Joint Venture (MBE/WBE)

- _____
- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. ~~Management of contract performance~~ (Identify by name and firm only):
1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____
- VIII. Financial Controls of joint venture:
A. Which firm and/or individual will be responsible for keeping the books of account?

- B. Identify the managing partner, if any, and describe the means and measure of their compensation:

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?
 Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

- C. Which venturer will be responsible for the preparation of joint venture payrolls:

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this ____ day of _____, 20 ____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

FURNISHING AND DELIVERY OF PROFESSIONAL FUEL SUPPLY, DISTRIBUTION AND DELIVERY OF

Project Name: E-10 & E-85 ETHANOL GASOLINE FOR THE CITY OF CHICAGO

Specification No.: 1196861

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Colonial Oil Industries, Inc.
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached)

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: Black Dog Petroleum, LLC
 Address: 1101 W Lake St, Chicago, IL 60607
 Contact Person: Amit Guari
 Phone Number: 708-562-4400
 Dollar Value of Participation \$: ~~5,216,020.04~~ DUR (Dependent upon request) JM 4/29/20
 Percentage of Participation % 25
 Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ %
Total Participation % 25
2. Name of MBE/WBE: G Cooper Oil Company, Inc.
 Address: 10295 Vans Drive, Frankfort, IL 60423
 Contact Person: Jeffrey Marin

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: 815-469-6951

Dollar Value of Participation \$ ~~1,040,040.00~~ DUR (Dependent upon request) Jm 4/29/20

Percentage of Participation % 5

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % 5

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

6. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Black Dog Petroleum, LLC	4,040,040.00 ^{JM/} _{4/23/25} DUR (Dependent upon request)	25
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
G Cooper Oil Company, Inc.	6,240,020.00 ^{JM/} _{4/23/25} DUR (Dependent upon request)	5
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

James Mercer

888-502-0318

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Colonial Oil Industries, Inc.

(Name of Prime Contractor - Print or Type)

State of Georgia

James Mercer
(Signature)

County of Chatham

Vice President of Sales

(Name/Title of Affiant - Print or Type)

3/11/2020

(Date)

On this 11th day of March, 2020, the above signed officer James Mercer

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Charles Taylor
(Notary Public Signature)

Commission Expires: 5/19/2023

SEAL:





SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

FOR NON-CONSTRUCTION PROJECTS ONLY

Project Name: Fuel Supply E-10 & E-85 Specification No.: 1196861

From: Black Dog Petroleum LLC (Name of MBE/WBE Firm)

To: Colonial Oil Company (Name of Prime Contractor) and the City of Chicago.

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

454220 - Petroleum Hauling - not to long term HAULING AND SALE OF PETROLEUM PRODUCTS
439730 - Petroleum Sales - not 7 day termly PRODUCTS

The above described performance is offered for the following price and described terms of payment:

25% MBE Participation, Hauling net 10 Fuel Sales net 7
AG 4/28/2020
AG 4/29/2020
Black Dog Petroleum will invoice Colonial Oil for gallons delivered at 100% MBE credit for Hauling & 60% MBE credit for Fuel sales. Invoice

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) 3/10/20 (Date)

Amit Gauri - Manager (Name, Title, Please Print)

amit@blackdogco.p.com 708-563-4600 (Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 15 2017

Amit Gauri
Black Dog Petroleum, LLC
1101 W. Lake Street
Chicago, IL 60607

Dear Amit Gauri:

We are pleased to inform you that **Black Dog Petroleum, LLC** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/15/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/15/2018, 11/15/2019, 11/15/2020, and 11/15/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/15/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/15/2022**.

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.

DEC 15 2017

Black Dog Petroleum, LLC

Page 2 of 2

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **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; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to 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).**

Be advised that 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:

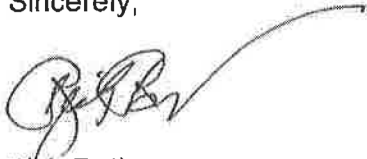
NAICS Code(s):

- 324121 - Asphalt paving mixtures made from purchased asphaltic materials**
- 424690 - Other Chemical and Allied Products Merchant Wholesalers**
- 424690 - Antifreeze merchant wholesalers**
- 424720 - Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)**
- 484220 - Specialized Freight (except Used Goods) Trucking, Local**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** 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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,


Rich Butler
First Deputy Procurement Officer
RB/sg



Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

FOR
 NON-CONSTRUCTION
 PROJECTS ONLY

Distribution and Delivery of E-10 &
 Project Name: E-85 Gasoline Specification No: 1196861

From: G Cooper Oil Co Inc
(Name of MBE/WBE Firm)

To: Colonial Oil Industries and the City of Chicago
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary.

Provide and/or deliver E-10 and E-85 Gasoline

The above described performance is offered for the following price and described terms of payment:
Customer will be billed on a per delivery basis KCS 4-28-2020
Market Price, Net 10 Days

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

[Signature] 03/11/2020

Kelly Cooper Suppes, President

kelly@cooperoil.net 815-469-6951



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

OCT 19 2016

Kelly Cooper-Suppes
G. Cooper Oil Company, Inc. dba Cooper Oil, Co.
10295 Vans Drive
Frankfort, IL 60423

Dear Kelly Cooper-Suppes:

We are pleased to inform you that **G. Cooper Oil Company, Inc. dba Cooper Oil, Co.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This WBE certification is valid until **11/01/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firms' **annual No Change Affidavit** is due by **11/01/2017, 11/01/2018, 11/01/2019, and 11/01/2020**. Please remember, you have an affirmative duty to file your **No Change Affidavit 60 days prior** to the date of expiration. Failure to file your annual No Change Affidavit may result in the suspension or rescission of you certification.

Your firm's five year certification will expire on **11/01/2021**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/01/2021**.

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.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** 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; or



- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to 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).**

Be advised that 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):

423830 Pumps and Pumping Equipment
423840 Barrels, New and Reconditioned, Merchant Wholesalers
423840 Drums, New and Reconditioned Merchant Wholesalers
424710 Bulk Gasoline Stations
Distributor of Bulk Stations, Petroleum, Fuel Stations and Terminals, Gasoline Stations and Terminals, Liquefied Petroleum Gas, Lubricating Oils and Grease
424720 Fuel Oil Merchant
Gasoline, Liquefied Petroleum Gas, Lubricating Oils and Greases Merchant
484220 Tanker Trucking

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** 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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Richard Butler
First Deputy Procurement Officer
RB/vlw



Attachment 04:

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

- 1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
() 4% Bidder is a City-based business.
() 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
() 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? () Yes () No
3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? () Yes () No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago? () Yes () No
4. Street address of business location within the City of Chicago (P.O. address not accepted):
5. Describe the business activities are carried out at the location listed above:
6. How many full-time regular employees are currently employed at the location listed above?
7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? (For 6% and 8% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? (For 8% preference only)
9. Total number of full-time regular employees employed at all locations worldwide?
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder (Print or Type):

Signature of Authorized Officer (Sign): Date:

Title of Signatory (Print or Type):

State of ; County of ; Signed and sworn (or affirmed) to before me on (date) by (name/s of person/s making statement)

(Signature of Notary Public) (seal)

Attachment 05: ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT (EDS)

Online EDS Filing Required Prior To Bid Opening

The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

Online EDS Web Link

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Online EDS Number

Upon completion of the online EDS submission process, the Bidder will be provided an EDS number. Bidders should provide this number here:

EDS Number: 150086

Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Bidder that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 150086

Date of This Filing:03/09/2020 05:46 PM

Certificate Printed on: 03/09/2020

Original Filing Date:03/09/2020 05:46 PM

Disclosing Party: Colonial Oil Industries, Inc. Title:Sales Development Manager
Filed by: Mr. Adam Barnett

Matter: supply and delivery fuels

Applicant: Colonial Oil Industries, Inc.

Specification #: 1196861

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Preparation Checklist for Registration

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

- _____ 1. Invitation number, if you were provided an invitation number.
- _____ 2. EDS document from previous years, if available.
- _____ 3. Email address to correspond with the Online EDS system.
- _____ 4. Company Information:
 - _____ a. Legal Name
 - _____ b. FEIN/SSN
 - _____ c. City of Chicago Vendor Number, if available.
 - _____ d. Address and phone number information that you would like to appear on your EDS documents.
 - _____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company or the first person that registers for your company.

Preparation Checklist for EDS Submission

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
2. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address

_____ c. Fees – Estimated or paid

EDS Frequently Asked Questions

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com, www.yahoo.com or rmail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS" and click on the "Retained Parties" tab. When finished, click on "Ready to Submit".

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration". Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0, 7.0, Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

Attachment 06 - Alternative Powered Vehicle Affidavit

ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business: _____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternately Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____ %

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternately Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____ %

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Attachment 07 - Bidder Contact Information

Person to contact regarding bid:

Name: Adam Barnett Phone: 800-944-3835

Address: 101 North Lathrop Avenue, Savannah, GA 31415

Email: coisales@colonialoil.com

Indicate if you are:

Manufacturer: YES _____ NO

Exclusive dealer/distributor/reseller*: YES _____ NO

Authorized dealer/distributor/reseller*: YES NO _____

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: ExxonMobil Fuels & Lubricants Company

Address: 22777 Springwoods Village Parkway, Spring, TX 77389

Phone: (832) 625-7331

Location of facility where inventory maintained: 2312 Terminal Drive Arlington Heights, IL 60005

122909 High Rd. Lockport, IL 60441

Bid Line: All Bid Lines

Proposed Manufacturer and Model Number: ExxonMobil Fuels & Lubricants Company

Exceptions (explain): If supply issues arise with ExxonMobil, Colonial will supply the City with the next best alternative.



March 12, 2020

City of Chicago

**1196861: FURNISHING AND DELIVERY OF PROFESSIONAL FUEL SUPPLY,
DISTRIBUTION AND DELIVERY OF E-10 & E-85 ETHANOL GASOLINE FOR
THE CITY OF CHICAGO**

References

Organization: Jacksonville Electric Authority
Address: 21 West Church Street, Jacksonville, FL
32202
Contact Person: Mike Crosse
Phone # 904-665-8308
Email: crosmj@jea.com
Fuel Types: Diesel fuel
Annual Volume: 1,999,443 gallons
Supply Period: 2016 – 2018

Organization: Travel Centers of America
Address: 24601 Center Ridge Road, Westlake, OH
44145
Contact Person: Dan Walters
Phone # 440-808-3203
Email: DWalter@ta-petro.com
Fuel Types: Gasoline and diesel fuels
Annual Volume: 43,783,346 gallons
Supply Period: 2016 – 2019

Organization: Dominion Energy
Address: 1213 Flora Street, Columbia, 29201
Contact Person: Edward Harrington
Phone # 803-217-8655
Email: EHARRINGTON@scana.com
Fuel Types: Diesel fuel
Annual Volume: 2,885,358 gallons
Supply Period: 2016 - 2018

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)

Revision Date: 04 Nov 2019

Page 1 of 16

SAFETY DATA SHEET

SECTION 1**PRODUCT AND COMPANY IDENTIFICATION****PRODUCT****Product Name:** (see Section 16 for Synonyms) **GASOLINE UNLEADED WITH ETHANOL (GASOHOL)****Product Description:** Hydrocarbons and Additives**Product Code:** 12443**Intended Use:** Fuel**COMPANY IDENTIFICATION****Supplier:** **Canada Imperial Oil Limited, An Affiliate of Exxon Mobil Corporation**

P.O. Box 2480, Station M

Calgary, ALBERTA T2P 3M9

Canada

24 Hour Health Emergency

1-866-232-9563

Transportation Emergency Phone

1-866-232-9563

Supplier General Contact

1-800-567-3776

SECTION 2**HAZARDS IDENTIFICATION**

This material is hazardous according to regulatory guidelines (see (M)SDS Section 15).

CLASSIFICATION:

Flammable liquid: Category 1.

Skin irritation: Category 2. Germ Cell Mutagen: Category 1B. Carcinogen: Category 1A. Specific target organ toxicant (central nervous system): Category 3. Specific target organ toxicant (respiratory irritant): Category 3.

Aspiration toxicant: Category 1.

LABEL:**Pictogram:****Signal Word:** Danger**Hazard Statements:**

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)

Revision Date: 04 Nov 2019

Page 2 of 16

H224: Extremely flammable liquid and vapor. H304: May be fatal if swallowed and enters airways. H315: Causes skin irritation. H335: May cause respiratory irritation. H336: May cause drowsiness or dizziness. H340: May cause genetic defects. H350: May cause cancer.

Precautionary Statements:

P101: If medical advice is needed, have product container or label at hand. P102: Keep out of reach of children. P103: Read label before use. P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood. P210: Keep away from heat/sparks/open flames/hot surfaces. -- No smoking. P233: Keep container tightly closed. P240: Ground / bond container and receiving equipment. P241: Use explosion-proof electrical, ventilating, and lighting equipment. P242: Use only non-sparking tools. P243: Take precautionary measures against static discharge. P264: Wash skin thoroughly after handling. P271: Use only outdoors or in a well-ventilated area. P273: Avoid release to the environment. P280: Wear protective gloves/protective clothing/eye protection/face protection. P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. P302 + P352: IF ON SKIN: Wash with plenty of soap and water. P303 + P361 + P353: IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. P304 + P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing. P308 + P313: IF exposed or concerned: Get medical advice/ attention. P331: Do NOT induce vomiting. P332 + P313: If skin irritation occurs: Get medical advice/ attention. P362 + P364: Take off contaminated clothing and wash it before reuse. P370 + P378: In case of fire: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish. P391: Collect spillage. P403 + P235: Store in a well-ventilated place. Keep cool. P405: Store locked up. P501: Dispose of contents and container in accordance with local regulations.

Contains: GASOLINE; TOLUENE; XYLENES

Other hazard information:

HAZARD NOT OTHERWISE CLASSIFIED (HNOC): None as defined under 29 CFR 1910.1200.

PHYSICAL / CHEMICAL HAZARDS

Material can accumulate static charges which may cause an ignition. Material can release vapors that readily form flammable mixtures. Vapor accumulation could flash and/or explode if ignited.

HEALTH HAZARDS

High-pressure injection under skin may cause serious damage. May be irritating to the eyes, nose, throat, and lungs. May cause central nervous system depression. Exposure to benzene is associated with cancer (acute myeloid leukemia and myelodysplastic syndrome), damage to the blood-producing system, and serious blood disorders (see Section 11).

ENVIRONMENTAL HAZARDS

Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

NFPA Hazard ID:	Health: 2	Flammability: 3	Reactivity: 0
HMIS Hazard ID:	Health: 2*	Flammability: 3	Reactivity: 0

NOTE: This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

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This material is defined as a mixture.

Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
ETHYL ALCOHOL	64-17-5	0 - 10%	H225, H319(2A)
GASOLINE	86290-81-5	89 - 100%	H224, H304, H336, H340(1B), H350(1B), H361(D), H315, H401, H411

Hazardous Constituent(s) Contained in Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
BENZENE	71-43-2	0 - 1.5%	H225, H303, H304, H340(1B), H350(1A), H315, H319(2A), H372, H401, H412
CUMENE	98-82-8	0 - 1%	H226, H304, H335, H351, H401, H411
CYCLOHEXANE	110-82-7	0 - 1.5%	H225, H304, H336, H315, H400(M factor 1), H410(M factor 1)
ETHYL BENZENE	100-41-4	0 - 3.5%	H225, H304, H332, H373, H401, H412
N-HEXANE	110-54-3	0 - 5%	H225, H304, H336, H361(F), H315, H373, H401, H411
NAPHTHALENE	91-20-3	0 - 1%	H228(2), H302, H351, H400(M factor 1), H410(M factor 1)
TOLUENE	108-88-3	0 - 20%	H225, H304, H336, H361(D), H315, H373, H401, H412
XYLENES	1330-20-7	0 - 20%	H226, H303, H304, H312, H332, H335, H315, H320(2B), H373, H401, H412

* All concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

NOTE: The concentration of the components shown above may vary substantially. In certain countries, benzene content may be limited to lower levels. Oxygenates such as tertiary-amyl-methyl ether, ethanol, di-isopropyl ether, and ethyl-tertiary-butyl ether may be present. Because of volatility considerations, gasoline vapor may have concentrations of components very different from those of liquid gasoline. The major components of gasoline vapor are: butane, isobutane, pentane, and isopentane. The reportable component percentages, shown in the composition/information on ingredients section, are based on API's evaluation of a typical gasoline mixture. Motor gasoline is considered a mixture by EPA under the Toxic Substances Control Act (TSCA). The refinery streams used to blend motor gasoline are all on the TSCA Chemical Substances Inventory.

As per paragraph (i) of 29 CFR 1910.1200, formulation is considered a trade secret and specific chemical identity and exact percentage (concentration) of composition may have been withheld. Specific chemical identity and exact percentage composition will be provided to health professionals, employees, or designated representatives in

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accordance with applicable provisions of paragraph (i).

SECTION 4	FIRST AID MEASURES
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INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Wash contact areas with soap and water. Remove contaminated clothing. Launder contaminated clothing before reuse. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

Seek immediate medical attention. Do not induce vomiting.

NOTE TO PHYSICIAN

If ingested, material may be aspirated into the lungs and cause chemical pneumonitis. Treat appropriately. This material, or a component, may be associated with cardiac sensitization following very high exposures (well above occupational exposure limits) or with concurrent exposure to high stress levels or heart-stimulating substances like epinephrine. Administration of such substances should be avoided.

SECTION 5	FIRE FIGHTING MEASURES
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EXTINGUISHING MEDIA

Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Inappropriate Extinguishing Media: Straight Streams of Water

FIRE FIGHTING

Fire Fighting Instructions: Evacuate area. If a leak or spill has not ignited, use water spray to disperse the vapors and to protect personnel attempting to stop a leak. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Firefighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Unusual Fire Hazards: Extremely Flammable. Vapors are flammable and heavier than air. Vapors may travel across the ground and reach remote ignition sources causing a flashback fire danger. Hazardous material. Firefighters should consider protective equipment indicated in Section 8.

Hazardous Combustion Products: Aldehydes, Incomplete combustion products, Oxides of carbon, Smoke, Fume, Sulfur oxides

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FLAMMABILITY PROPERTIES

Flash Point [Method]: -40°C (-40°F) [ASTM D-92]

Flammable Limits (Approximate volume % in air): LEL: 1.5 UEL: 7.6

Autoignition Temperature: N/D

SECTION 6

ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting releases of this material to the environment which exceed the applicable reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

PROTECTIVE MEASURES

Avoid contact with spilled material. Warn or evacuate occupants in surrounding and downwind areas if required due to toxicity or flammability of the material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders.

For emergency responders: Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H₂S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note: gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

SPILL MANAGEMENT

Land Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. All equipment used when handling the product must be grounded. Do not touch or walk through spilled material. Prevent entry into waterways, sewer, basements or confined areas. A vapor suppressing foam may be used to reduce vapors. Use clean non-sparking tools to collect absorbed material. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Large Spills: Water spray may reduce vapor; but may not prevent ignition in closed spaces.

Water Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. Do not confine in area of spill. Advise occupants and shipping in downwind areas of fire and explosion hazard and warn them to stay clear. Allow liquid to evaporate from the surface. Seek the advice of a specialist before using dispersants.

Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Large Spills: Dike far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.

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SECTION 7	HANDLING AND STORAGE
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HANDLING

Avoid breathing mists or vapors. Avoid all personal contact. Prevent exposure to ignition sources, for example use non-sparking tools and explosion-proof equipment. Potentially toxic/irritating fumes/vapors may be evolved from heated or agitated material. Do not siphon by mouth. Use only with adequate ventilation. Do not use as a cleaning solvent or other non-motor fuel uses. For use as a motor fuel only. It is dangerous and/or unlawful to put fuel into unapproved containers. Do not fill container while it is in or on a vehicle. Static electricity may ignite vapors and cause fire. Place container on ground when filling and keep nozzle in contact with container. Do not use electronic devices (including but not limited to cellular phones, computers, calculators, pagers or other electronic devices, etc.) during safety critical tasks, such as bulk fuel loading or unloading operations, or in storage areas where vapors may be present, unless the devices are certified intrinsically safe by an approved national testing agency and to the safety standards required by national and/or local laws and regulations. Prevent small spills and leakage to avoid slip hazard. Material can accumulate static charges which may cause an electrical spark (ignition source). Use proper bonding and/or ground procedures. However, bonding and grounds may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static Electricity) or CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Static Accumulator: This material is a static accumulator. A liquid is typically considered a nonconductive, static accumulator if its conductivity is below 100 pS/m (100x10E-12 Siemens per meter) and is considered a semiconductive, static accumulator if its conductivity is below 10,000 pS/m. Whether a liquid is nonconductive or semiconductive, the precautions are the same. A number of factors, for example liquid temperature, presence of contaminants, anti-static additives and filtration can greatly influence the conductivity of a liquid.

STORAGE

Ample fire water supply should be available. A fixed sprinkler/deluge system is recommended. The type of container used to store the material may affect static accumulation and dissipation. Keep container closed. Handle containers with care. Open slowly in order to control possible pressure release. Store in a cool, well-ventilated area. Outside or detached storage preferred. Storage containers should be grounded and bonded. Fixed storage containers, transfer containers and associated equipment should be grounded and bonded to prevent accumulation of static charge.

SECTION 8	EXPOSURE CONTROLS / PERSONAL PROTECTION
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EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit / Standard		NOTE	Source
BENZENE		OSHA Action level	0.5 ppm	N/A	OSHA Sp.Reg.
BENZENE		STEL	5 ppm	N/A	OSHA Sp.Reg.
BENZENE		TWA	1 ppm	N/A	OSHA

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						Sp.Reg.
BENZENE		STEL	1 ppm		N/A	ExxonMobil
BENZENE		TWA	0.5 ppm		N/A	ExxonMobil
BENZENE		STEL	2.5 ppm		Skin	ACGIH
BENZENE		TWA	0.5 ppm		Skin	ACGIH
CUMENE		TWA	245 mg/m ³	50 ppm	Skin	OSHA Z1
CUMENE		TWA	5 ppm		Skin	ExxonMobil
CUMENE		TWA	50 ppm		N/A	ACGIH
CYCLOHEXANE		TWA	1050 mg/m ³	300 ppm	N/A	OSHA Z1
CYCLOHEXANE		TWA	100 ppm		N/A	ACGIH
ETHYL ALCOHOL		TWA	1900 mg/m ³	1000 ppm	N/A	OSHA Z1
ETHYL ALCOHOL		STEL	1000 ppm		N/A	ACGIH
ETHYL BENZENE		TWA	435 mg/m ³	100 ppm	N/A	OSHA Z1
ETHYL BENZENE		TWA	20 ppm		N/A	ACGIH
GASOLINE		STEL	200 ppm		N/A	ExxonMobil
GASOLINE		TWA	100 ppm		N/A	ExxonMobil
GASOLINE		STEL	500 ppm		N/A	ACGIH
GASOLINE		TWA	300 ppm		N/A	ACGIH
N-HEXANE		TWA	1800 mg/m ³	500 ppm	N/A	OSHA Z1
N-HEXANE		TWA	50 ppm		Skin	ACGIH
NAPHTHALENE		TWA	50 mg/m ³	10 ppm	N/A	OSHA Z1
NAPHTHALENE		TWA	10 ppm		Skin	ACGIH
TOLUENE		Ceiling	300 ppm		N/A	OSHA Z2
TOLUENE		Maximum concentration	500 ppm		N/A	OSHA Z2
TOLUENE		TWA	200 ppm		N/A	OSHA Z2
TOLUENE		TWA	20 ppm		N/A	ACGIH
XYLENES		TWA	435 mg/m ³	100 ppm	N/A	OSHA Z1
XYLENES		STEL	150 ppm		N/A	ACGIH
XYLENES		TWA	100 ppm		N/A	ACGIH

NOTE: Limits/standards shown for guidance only. Follow applicable regulations.

Biological limits

Substance	Specimen	Sampling Time	Limit	Determinant	Source
BENZENE	Creatinine in urine	End of shift	25 ug/g	S-Phenylmercapturic acid	ACGIH BELs (BEIs)
BENZENE	Creatinine in urine	End of shift	500 ug/g	t,t-Muconic acid	ACGIH BELs (BEIs)
ETHYL BENZENE	Creatinine in urine	End of shift	0.15 g/g	Sum of mandelic acid and phenylglyoxylic acid	ACGIH BELs (BEIs)

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N-HEXANE	Urine	End of shift	0.5 mg/l	2,5-Hexanedione, without hydrolysis	ACGIH BELs (BEIs)
NAPHTHALENE	No Biological Specimen provided	End of shift	Not Assigned	1-Naphthol, with hydrolysis + 2-Naphthol, with hydrolysis	ACGIH BELs (BEIs)
TOLUENE	Blood	Prior to last shift of work wk	0.02 mg/l	Toluene	ACGIH BELs (BEIs)
TOLUENE	Creatinine in urine	End of shift	0.3 mg/g	o-Cresol, with hydrolysis	ACGIH BELs (BEIs)
TOLUENE	Urine	End of shift	0.03 mg/l	Toluene	ACGIH BELs (BEIs)
XYLENES	Creatinine in urine	End of shift	1.5 g/g	Methylhippuric acids	ACGIH BELs (BEIs)

ENGINEERING CONTROLS

The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Control measures to consider:

Use explosion-proof ventilation equipment to stay below exposure limits.

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

No special requirements under ordinary conditions of use and with adequate ventilation.

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapor warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

Chemical resistant gloves are recommended.

Eye Protection: If contact is likely, safety glasses with side shields are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include:

Chemical/oil resistant clothing is recommended.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and

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protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid
Color: Clear (May Be Dyed)
Odor: Petroleum/Solvent
Odor Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density (at 15 °C): 0.74
Flammability (Solid, Gas): N/A
Flash Point [Method]: -40°C (-40°F) [ASTM D-92]
Flammable Limits (Approximate volume % in air): LEL: 1.5 UEL: 7.6
Autoignition Temperature: N/D
Boiling Point / Range: > 20°C (68°F) - 225°C (437°F)
Decomposition Temperature: N/D
Vapor Density (Air = 1): 4 at 101 kPa
Vapor Pressure: 45 kPa (337.5 mm Hg) at 20 °C - 74 kPa (555 mm Hg) at 20 °C
Evaporation Rate (n-butyl acetate = 1): > 10
pH: N/A
Log Pow (n-Octanol/Water Partition Coefficient): > 3
Solubility in Water: Appreciable
Viscosity: <1 cSt (1 mm²/sec) at 40 °C | 0.8 cSt (0.8 mm²/sec) at 20°C
Oxidizing Properties: See Hazards Identification Section.

OTHER INFORMATION

Freezing Point: N/D
Melting Point: N/A
Pour Point: < -60°C (-76°F)

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: See sub-sections below.

STABILITY: Material is stable under normal conditions.

CONDITIONS TO AVOID: Avoid heat, sparks, open flames and other ignition sources.

MATERIALS TO AVOID: Alkalies, Halogens, Strong Acids, Strong oxidizers

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HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11	TOXICOLOGICAL INFORMATION
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INFORMATION ON TOXICOLOGICAL EFFECTS

Hazard Class	Conclusion / Remarks
Inhalation	
Acute Toxicity: (Rat) 4 hour(s) Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 403
Irritation: No end point data for material.	Elevated temperatures or mechanical action may form vapors, mist, or fumes which may be irritating to the eyes, nose, throat, or lungs.
Ingestion	
Acute Toxicity: Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 401
Skin	
Acute Toxicity: Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 402
Skin Corrosion/Irritation: Data available.	Irritating to the skin. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 404
Eye	
Serious Eye Damage/Irritation: Data available.	May cause mild, short-lasting discomfort to eyes. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 405
Sensitization	
Respiratory Sensitization: No end point data for material.	Not expected to be a respiratory sensitizer.
Skin Sensitization: Data available.	Not expected to be a skin sensitizer. Based on chemical structure (polymers). Test(s) equivalent or similar to OECD Guideline 406
Aspiration: Data available.	May be fatal if swallowed and enters airways. Based on physico-chemical properties of the material.
Germ Cell Mutagenicity: Data available.	Caused genetic effects in laboratory animals, but the relevance to humans is uncertain. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 471 475 476
Carcinogenicity: Data available.	Caused cancer from prolonged, high exposure. Based on human epidemiology studies. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 451
Reproductive Toxicity: Data available.	Not expected to be a reproductive toxicant. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 416 421
Lactation: No end point data for material.	Not expected to cause harm to breast-fed children.
Specific Target Organ Toxicity (STOT)	
Single Exposure: No end point data for material.	May cause drowsiness or dizziness. May be irritating to the respiratory tract.
Repeated Exposure: Data available.	Not expected to cause organ damage from prolonged or repeated exposure. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 410 412 453

TOXICITY FOR SUBSTANCES

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NAME	ACUTE TOXICITY
ETHYL BENZENE	Inhalation Lethality: 4 hour(s) LC50 17.8 mg/l (Vapor) (Rat); Oral Lethality: LD50 3.5 g/kg (Rat)
NAPHTHALENE	Inhalation Lethality: 4 hour(s) LC50 > 0.4 mg/l (Max attainable vapor conc.) (Rat); Oral Lethality: LD50 533 mg/kg (Mouse)

OTHER INFORMATION

For the product itself:

Laboratory animal studies have shown that prolonged and repeated inhalation exposure to light hydrocarbon vapors in the same boiling range as this product can produce adverse kidney effects in male rats. However, these effects were not observed in similar studies with female rats, male and female mice, or in limited studies with other animal species. Additionally, in a number of human studies, there was no clinical evidence of such effects at normal occupational levels. In 1991, The U.S. EPA determined that the male rat kidney is not useful for assessing human risk.

Vapor concentrations above recommended exposure levels are irritating to the eyes and the respiratory tract, may cause headaches and dizziness, are anesthetic and may have other central nervous system effects.

Small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema. Exposure to this material, or one of its components, in situations where there is the potential for high levels, such as in confined spaces or with abuse, may result in abnormal heart rhythm (arrhythmia). High-level exposure to hydrocarbons (above occupational exposure limits) may initiate arrhythmia in a worker that is undergoing stress or is taking a heart-stimulating substance such as epinephrine, a nasal decongestant, or an asthma or cardiovascular drug.

Contains:

BENZENE: Caused cancer (acute myeloid leukemia and myelodysplastic syndrome), damage to the blood-producing system, and serious blood disorders in human studies. Caused genetic effects and effects on the immune system in laboratory animal and some human studies. Caused toxicity to the fetus and cancer in laboratory animal studies.

CUMENE: Repeated inhalation exposure of cumene vapor produced damage in the kidney of male rats only. These effects are believed to be species specific and are not relevant to humans.

ETHANOL: Prolonged or repeated exposure to high concentrations of ethanol vapor or overexposure by ingestion may produce adverse effects to brain, kidney, liver, and reproductive organs, birth defects in offspring, and developmental toxicity in offspring.

Gasoline unleaded: Caused cancer in animal tests. Chronic inhalation studies resulted in liver tumors in female mice and kidney tumors in male rats. Neither result considered significant for human health risk assessment by the United States EPA and others. Did not cause mutations In Vitro or In Vivo. Negative in inhalation developmental studies and reproductive tox studies. Inhalation of high concentrations in animals resulted in reversible central nervous system depression, but no persistent toxic effect on the nervous system. Non-sensitizing in test animals. Caused nerve damage in humans from abusive use (sniffing).

NAPHTHALENE: Exposure to high concentrations of naphthalene may cause destruction of red blood cells, anemia, and cataracts. Naphthalene caused cancer in laboratory animal studies, but the relevance of these findings to humans is uncertain.

N-HEXANE: Prolonged and/or repeated exposures to n-Hexane can cause progressive and potentially irreversible damage to the peripheral nervous system (e.g. fingers, feet, arms, legs, etc.). Simultaneous exposure to Methyl Ethyl Ketone (MEK) or Methyl Isobutyl Ketone (MIBK) and n-Hexane can potentiate the risk of adverse effects from n-Hexane on the peripheral nervous system. n-Hexane has been shown to cause testicular damage at high doses in male rats. The relevance of this effect for humans is unknown.

TOLUENE : Concentrated, prolonged or deliberate inhalation may cause brain and nervous system damage. Prolonged and repeated exposure of pregnant animals (> 1500 ppm) have been reported to cause adverse fetal developmental effects.

ETHYLBENZENE: Caused cancer in laboratory animal studies. The relevance of these findings to humans is uncertain.

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The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
BENZENE	71-43-2	1, 3, 6
CUMENE	98-82-8	2, 5
ETHYL BENZENE	100-41-4	5
GASOLINE	86290-81-5	5
NAPHTHALENE	91-20-3	2, 5

--REGULATORY LISTS SEARCHED--

1 = NTP CARC

2 = NTP SUS

3 = IARC 1

4 = IARC 2A

5 = IARC 2B

6 = OSHA CARC

SECTION 12**ECOLOGICAL INFORMATION**

The information given is based on data for the material, components of the material, or for similar materials, through the application of bridging principals.

ECOTOXICITY

Material -- Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

MOBILITY

More volatile component -- Highly volatile, will partition rapidly to air. Not expected to partition to sediment and wastewater solids.

Less volatile component -- Low solubility and floats and is expected to migrate from water to the land. Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY**Biodegradation:**

Majority of components -- Expected to be inherently biodegradable

Atmospheric Oxidation:

More volatile component -- Expected to degrade rapidly in air

BIOACCUMULATION POTENTIAL

Majority of components -- Has the potential to bioaccumulate, however metabolism or physical properties may reduce the bioconcentration or limit bioavailability.

SECTION 13**DISPOSAL CONSIDERATIONS**

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)

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Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products.

REGULATORY DISPOSAL INFORMATION

RCRA Information: Disposal of unused product may be subject to RCRA regulations (40 CFR 261). Disposal of the used product may also be regulated due to ignitability, corrosivity, reactivity or toxicity as determined by the Toxicity Characteristic Leaching Procedure (TCLP). Potential RCRA characteristics: IGNITABILITY. TCLP (BENZENE)

Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14

TRANSPORT INFORMATION

LAND (DOT)

Proper Shipping Name: GASOLINE
Hazard Class & Division: 3
ID Number: 1203
Packing Group: II
ERG Number: 128
Label(s): 3
Transport Document Name: UN1203, GASOLINE, 3, PG II

LAND (TDG)

Proper Shipping Name: GASOLINE
Hazard Class & Division: 3
UN Number: 1203
Packing Group: II
Marine Pollutant: Yes
Special Provisions: 17, 88, 98, 150

Footnote: Marine Pollutant designation is applicable only if shipped over water.

SEA (IMDG)

Proper Shipping Name: MOTOR SPIRIT or GASOLINE or PETROL
Hazard Class & Division: 3
EMS Number: F-E, S-E
UN Number: 1203
Packing Group: II
Marine Pollutant: No
Label(s): 3

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Transport Document Name: UN1203, MOTOR SPIRIT or GASOLINE or PETROL, 3, PG II, (-40°C c.c.)

AIR (IATA)

Proper Shipping Name: MOTOR SPIRIT or GASOLINE or PETROL

Hazard Class & Division: 3

UN Number: 1203

Packing Group: II

Label(s) / Mark(s): 3

Transport Document Name: UN1203, GASOLINE, 3, PG II

SECTION 15	REGULATORY INFORMATION
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OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Listed or exempt from listing/notification on the following chemical inventories: AICS, DSL, ENCS, KECI, PICCS, TSCA

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302

CERCLA: This material is not subject to any special reporting under the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Contact local authorities to determine if other reporting requirements apply.

SARA (311/312) REPORTABLE GHS HAZARD CLASSES: None.

SARA (313) TOXIC RELEASE INVENTORY:

Chemical Name	CAS Number	Typical Value
BENZENE	71-43-2	0 - 1.5%
CUMENE	98-82-8	0 - 1%
CYCLOHEXANE	110-82-7	0 - 1.5%
ETHYL BENZENE	100-41-4	0 - 3.5%
N-HEXANE	110-54-3	0 - 5%
NAPHTHALENE	91-20-3	0 - 1%
TOLUENE	108-88-3	0 - 20%
XYLENES	1330-20-7	0 - 20%

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
BENZENE	71-43-2	1, 2, 4, 10, 11, 13, 15, 16, 17, 18, 19
CUMENE	98-82-8	1, 4, 10, 13, 16, 17, 18, 19
CYCLOHEXANE	110-82-7	1, 4, 13, 16, 17, 18, 19

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ETHYL ALCOHOL	64-17-5	1, 4, 13, 16, 17, 18
ETHYL BENZENE	100-41-4	1, 4, 10, 13, 16, 17, 18, 19
GASOLINE	86290-81-5	1, 18
N-HEXANE	110-54-3	1, 4, 13, 16, 17, 18, 19
NAPHTHALENE	91-20-3	1, 4, 10, 13, 16, 17, 18, 19
TOLUENE	108-88-3	1, 4, 11, 13, 15, 16, 17, 18, 19
XYLENES	1330-20-7	1, 4, 13, 15, 16, 17, 18, 19

--REGULATORY LISTS SEARCHED--

1 = ACGIH ALL	6 = TSCA 5a2	11 = CA P65 REPRO	16 = MN RTK
2 = ACGIH A1	7 = TSCA 5e	12 = CA RTK	17 = NJ RTK
3 = ACGIH A2	8 = TSCA 6	13 = IL RTK	18 = PA RTK
4 = OSHA Z	9 = TSCA 12b	14 = LA RTK	19 = RI RTK
5 = TSCA 4	10 = CA P65 CARC	15 = MI 293	

Code key: CARC=Carcinogen; REPRO=Reproductive

SECTION 16

OTHER INFORMATION



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov. Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of this product.

This warning is given to comply with California Health and Safety Code 25249.6 and does not constitute an admission or a waiver of rights.

N/D = Not determined, N/A = Not applicable

KEY TO THE H-CODES CONTAINED IN SECTION 3 OF THIS DOCUMENT (for information only):

- H224: Extremely flammable liquid and vapor; Flammable Liquid, Cat 1
- H225: Highly flammable liquid and vapor; Flammable Liquid, Cat 2
- H226: Flammable liquid and vapor; Flammable Liquid, Cat 3
- H302: Harmful if swallowed; Acute Tox Oral, Cat 4
- H303: May be harmful if swallowed; Acute Tox Oral, Cat 5
- H304: May be fatal if swallowed and enters airways; Aspiration, Cat 1
- H312: Harmful in contact with skin; Acute Tox Dermal, Cat 4
- H315: Causes skin irritation; Skin Corr/Irritation, Cat 2
- H319(2A): Causes serious eye irritation; Serious Eye Damage/Irr, Cat 2A
- H320(2B): Causes eye irritation; Serious Eye Damage/Irr, Cat 2B
- H332: Harmful if inhaled; Acute Tox Inh, Cat 4
- H335: May cause respiratory irritation; Target Organ Single, Resp Irr
- H336: May cause drowsiness or dizziness; Target Organ Single, Narcotic
- H340(1B): May cause genetic defects; Germ Cell Mutagenicity, Cat 1B
- H350(1A): May cause cancer; Carcinogenicity, Cat 1A
- H350(1B): May cause cancer; Carcinogenicity, Cat 1B
- H351: Suspected of causing cancer; GHS Carcinogenicity, Cat 2
- H361(D): Suspected of damaging the unborn child; Repro Tox, Cat 2 (Develop)
- H361(F): Suspected of damaging fertility; Repro Tox, Cat 2 (Fertility)
- H372: Causes damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 1
- H373: May cause damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 2
- H400: Very toxic to aquatic life; Acute Env Tox, Cat 1

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H401: Toxic to aquatic life; Acute Env Tox, Cat 2

H410: Very toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 1

H411: Toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 2

H412: Harmful to aquatic life with long lasting effects; Chronic Env Tox, Cat 3

THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:

Composition: Component Table information was modified.

Section 07: Handling and Storage - Handling information was modified.

SYNONYMS: ESSO EXTRA GASOLINE WITH ETHANOL, ESSO MIDGRADE GASOLINE WITH ETHANOL, ESSO PREMIUM GASOLINE WITH ETHANOL, ESSO SUPREME GASOLINE WITH ETHANOL, ESSO SUPER-PREMIUM GASOLINE WITH ETHANOL, ESSO SUPREME+ GASOLINE WITH ETHANOL, GASOLINE PREMIUM UNLEADED PUL91 DCA WITH ETHANOL, GASOLINE SUPER PREMIUM UNLEADED PUL91 DCA WITH ETHANOL, ESSO REGULAR GASOLINE WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DCA DYED WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 LDCA WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 WITH ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 LDCA WITH ETHANOL, EXXON REGULAR GASOLINE WITH ETHANOL, OXYGENATED AUTOMOTIVE GASOLINE CONTAINING ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 DCA WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DYED WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 LDCA DYED WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DCA WITH ETHANOL, EXXON MIDGRADE GASOLINE WITH ETHANOL, EXXON PREMIUM GASOLINE WITH ETHANOL

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Internal Use Only

MHC: 1A, 0, 0, 0, 4, 1

PPEC: CF

DGN: 5010467 (1013577)

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Attachment 08 - BEPD

BIDDER'S COMMITMENT TO UTILIZE BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____

Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

() 2% to 5%-- 1% incentive () 6% to 9%-- 2% incentive

() 10% to 13%-- 3% incentive () 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Attachment 09 - Bidders Commitment to Provide Locally Manufactured Goods (Rev)

BIDDER'S COMMITMENT TO PROVIDE LOCALLY MANUFACTURED GOODS AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
 () 25% to 49%-- 1% incentive () 50% to 74%-- 1.5% incentive () 75% or greater-- 2% incentive
3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

- 1. Contract Title: _____ Specification #: _____
Bidder/Contractor Name: _____
- 2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No
- 3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

- 4. Describe the manufacturing activities carried out at the location listed above: _____

- 5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:
Item: _____ Production steps: _____ % of value
Item: _____ Production steps: _____ % of value
- 6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Manufacturer: _____
(Print or Type)

Signature of Manufacturer Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Attachment 10 - Mentoring Program Bid Preference Affidavit

Mentoring Program Bid Preference Affidavit

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title: _____

Specification #: _____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Attachment 11 - Small Business Veteran Owned Business Ent JV

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No If Yes, skip to #5 below.
2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
() Yes () No
4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-670?
() Yes () No
5. Is the veteran-owned business identified in either #1 or #4 above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.
() Yes () No
6. If the answer to # 5 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
() Yes () No
7. If qualifying as a veteran-owned business under the requirements of #6 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

8. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

9. Provide address of the veteran-owned business, including the County in which it is located. _____

County: _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

BIDDER MUST COMPLETE THE APPLICABLE SIGNATURE LINE(S) ON THE FOLLOWING PAGE.

Veteran-Owned Small Local Businesses AND ELIGIBLE JOINT VENTURES Affidavit – signature page

Required Signature for All Applicants

Name of Veteran-Owned Business: _____
(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____
(Signature)

Title of Signatory: _____
(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of Joint Venture (for eligible joint ventures only): _____
(Print or Type)

Name of SBE (for eligible joint ventures only): _____
(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

_____ (Signature of Notary Public)

(Seal)

Attachment 12 - Sexual Harassment Policy Affidavit (Section 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Furnishing and Delivery of Professional Fuel Supply, Distribution and Delivery of E-10 & E-85 Ethanol
Contract title: Gasoline for The City of Chicago
Specification #: 1196861


In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: Colonial Oil Industries, Inc.
(Print or Type)

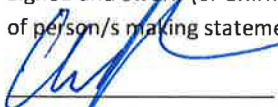
Signature of Authorized Officer: 
(Signature)

Title of Signatory: Vice President of Sales
(Print or Type)

State of Georgia

County of Chatham

Signed and sworn (or affirmed) to before me on 11th (date) by March (name/s of person/s making statement).


(Signature of Notary Public)

(Seal)



Attachment 13 - Bidder's Commitment to Encourage Diverse Management and Workforce

The Bid Incentive to Encourage Diverse Management and Workforce as described in Section 2-92-407 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____
Specification #: _____

2. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?
 10% to 20% -- 0.5% incentive
 Greater than 20% to 40% -- 2% incentive
 Greater than 40% -- 4% incentive

3. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?
 10% to 20% -- 2% incentive
 Greater than 20% to 40% -- 4% incentive
 Greater than 40% -- 6% incentive

Bidder may qualify for and apply both the diverse management and diverse workforce bid incentives.

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Signature page follows.

Signature Page For Bidder's Commitment To Encourage Diverse Management And Workforce

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2019

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 MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Kayla Willett
	PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: kwillett@mcgriff.com	INSURER(S) AFFORDING COVERAGE
INSURED *Colonial Group, Inc. (continued on attachment) P.O. Box 576 Savannah, GA 31402	INSURER A : Everest National Insurance Company NAIC # 10120
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** JZVNPST **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden & Accidental Pollution <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EN4GL00146-191 General Aggregate: Per Project & Per Location Aggregate \$4,000,000	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liab Aggregate \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EN4CA00088-191	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EN4EX00020-191	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EN4WC00071-191*	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	GA, NC, & SC EXCESS WORKERS' COMPENSATION - INCL USL&H			EN4GL00145-191*	06/30/2019	06/30/2020	WC Statutory Limits incl. \$ EL Each Accident \$ 1,000,000 EL Emp For Disease \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sudden and Accidental Pollution is included in the General Liability.
 *Indicates Named Insured is included on the Workers' Compensation and Excess Workers' Compensation Policies as listed on the attached Named Insured Continuation.

CERTIFICATE HOLDER For Information Purposes Only	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 



EVIDENCE OF PROPERTY INSURANCE

JZVNPPST

DATE (MM/DD/YYYY)

07/11/2019

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

AGENCY MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 Kayla Willett	PHONE (A/C, No, Ext): 800-476-2211	COMPANY National Union Fire Insurance Company of Pittsburgh, PA	
FAX (A/C, No):	E-MAIL ADDRESS: kwilllett@mcgriff.com		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #:			
INSURED *Colonial Group, Inc. (continued on attachment) P.O. Box 576 Savannah, GA 31402	LOAN NUMBER	POLICY NUMBER 080666472	
	EFFECTIVE DATE 06/30/2019	EXPIRATION DATE 07/31/2019	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL
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COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Per Occurrence	185,000,000	See Below
Named Windstorm	100,000,000	
Earth Movement Annual Aggregate (excluding CA)	25,000,000	
Flood Annual Aggregate	25,000,000	
Flood Zone A or V Annual Aggregate	25,000,000	
Boiler & Machinery (per accident)	50,000,000	
Transit	1,000,000	
Extra Expense	5,000,000	


REMARKS (Including Special Conditions)

Deductibles: \$100,000 Property Damage - All Risk, Except
 2% of Total Insured Value (Property Damage) for Named Windstorm (subject to a minimum of \$250,000)
 2% of Total Insured Value (Property Damage) for Flood (subject to a minimum of \$250,000 and maximum of \$1,000,000), Except
 2% of Total Insured Value (Property Damage) for Flood in Zone A or V/100 year including subzones (subject to a minimum of \$250,000 and maximum of \$5,000,000)
 \$25,000 Boiler & Machinery (per accident)
 \$25,000 Transit
 \$500,000 Extra Expense

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.

ADDITIONAL INTEREST

NAME AND ADDRESS For Information Purposes Only	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC.		INSURED *Colonial Group, Inc. (continued on attachment)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 07/11/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Insured Name continued:

- *Colonial Chemical Solutions, Inc.
- *Colonial Energy, Inc.
- *Colonial Fuel and Lubricant Services, Inc.
- *Colonial Oil Industries, Inc.
- *Colonial Terminals, Inc
- *Colonial Towing, Inc.
- *CTI of North Carolina, Inc.
- *Enmark Stations, Inc.
- *Colonial Compliance Systems, Inc.
- *Georgia Kaolin Terminals, Inc.
- *GKT Properties, Inc.
- *Savannah Yacht Center, Inc.
- *Colonial Bunkering, Inc.
- Chatham Towing Company, Inc.
- Colonial Carolina, Inc.
- Colonial Land-Carolina, Inc.
- Colonial Land Investment Company
- Colonial Marine Industries, Inc.
- 400 Telefair, Inc.

*Indicates Named Insured is included on the Workers' Compensation and Excess Workers' Compensation Policies