

TONI PRECKWINKLE
PRESIDENT



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

MARIA de LOURDES COSS, CPPO
PURCHASING AGENT

March 24, 2010

Mr. Felipe Bautista
Midwest Bank Note Company
50 Pearl Street
Lancaster, NY 14086

Ref: Contract No: 10-84-158

Dear Mr. Bautista,

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script, reading "Maria de Lourdes Coss".

Maria de Lourdes Coss, CPPO
Purchasing Agent BK

MDLC/cm

Enclosure

Cc: Phyllis Laster

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MARIA de LOURDES COSS
PURCHASING AGENT

March 24, 2011

Mr. Felipe Bautista
Midwest Bank Note Company
50 Pearl Street
Lancaster, NY 14086

Ref: Notice Of Award
Contract No. 10-84-158
Total Amount \$139,500.00

Dear Mr. Bautista,

Please be advised that the Board of Commissioners of Cook County awarded the above referenced Contract to your firm on March 15, 2011.

As per paragraph IB-13, Acceptance of Proposals of the Instructions to Bidders in the above referenced document, please accept this communication as your NOTICE OF AWARD.

This award is contingent that you first provide my office with all contractually required documents as called for in the Contract/Bid Document such as, but not necessarily limited to, a Certificate of Insurance. Any inquiries regarding this correspondence should be directed to Jessie Soto-Sarate or Iris Williams at the above address at your earliest convenience. Ms. Jessie Soto-Sarate or Iris Williams phone number is (312) 603-5370.

Regards,


Maria de Lourdes Coss, CPPO
Purchasing Agent *BR*

CKTC/js

cc: Cook County Clerk's Office
Barbie Flock

BIDDER: Midwest Bank Note Company

CONTRACT FOR SUPPLY

DOCUMENT NO. 10-84-158



**PRINTING, DOCUMENT SECURITY PAPER
FOR
COOK COUNTY CLERK'S OFFICE**

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAR 15 2011

COM _____

BIDS TO BE EXECUTED IN TRIPPLICATE

**RESPONSE WILL BE DUE ON TUESDAY, NOVEMBER 23, 2010
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED**

**REVERSE AUCTION EVENT WILL BE HELD ON TUESDAY, NOVEMBER 30, 2010
AT 10:00 A.M.**

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

071310

REQ# 05330008

SJ/0927

Handwritten signature and date: 2/7/11

DATE:

Tuesday, November 2, 2010

Tuesday, November 2, 2010

LEGAL ADVERTISEMENT

CONTRACT NO: 10-83-164 FOR: EQUIPMENT AND SUPPLIES TELECOMMUNICATION FOR: COOK COUNTY BUREAU OF TECHNOLOGY DEPARTMENT OF TELECOMMUNICATION OPERATIONS

CONTRACT NO: 10-53-125 REBID FOR: CADAVERS, CARTAGE AND BURIAL FOR: COOK COUNTY OFFICE OF THE MEDICAL EXAMINER

SPECIFICATIONS, PROPOSAL AND BID INSTRUCTIONS MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING AGENT ROOM 1018 COUNTY BUILDING, 118 N. CLARK ST. CHICAGO, ILLINOIS 60602 OR DOWNLOADED FROM WWW.COOKCOUNTYGOV.COM /PURCHASING AFTER 10:00 A.M. ON TUESDAY, NOVEMBER 2, 2010, BUT NO LATER THAN 4:30 P.M. MONDAY, NOVEMBER 15, 2010. COOK COUNTY IS AN EQUAL OPPORTUNITY PURCHASER. LOCAL M/WBES ARE ENCOURAGED TO SUBMIT BIDS. THE COUNTY'S UTILIZATION ON THESE CONTRACTS IS 25% FOR MBE'S AND 10% FOR WBE'S. INQUIRIES REGARDING MINORITY AND FEMALE PARTICIPATION SHOULD BE DIRECTED TO THE OFFICE OF CONTRACT COMPLIANCE AT (312) 603-5502.

WHEN ADVERTISED, THE BID PROPOSAL SHALL BE ACCOMPANIED BY CASH, CASHIER'S CHECK, CERTIFIED CHECK, BANK DRAFT OR SURETY BOND IN THE AMOUNT SHOWN IN THE LEGAL ADVERTISEMENT.

THE COOK COUNTY BOARD OF COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. FORMAL BIDS MUST BE DEPOSITED IN THE BID BOX AT ROOM 569, COUNTY BUILDING UP TO NO LATER THAN 10:00 A.M. ON TUESDAY, NOVEMBER 23, 2010.

ADV: TUESDAY, NOVEMBER 2, 2010 BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY. 600941116

TODD H. STROGER, PRESIDENT

CARMEN TRICHE-COLVIN, PURCHASING AGENT

Contract No: 10-84-158 For: PRINTING, DOCUMENT SECURITY PAPER For: COOK COUNTY CLERK'S OFFICE

Contract No: 10-84-124 REBID For: STAMPS, ELECTRIC TIME For: CLERK OF THE CIRCUIT COURT OF COOK COUNTY

Contract No: 10-84-180 For: TRUCKS, CREW CAB DUMP F-550 TYPE WITH 1 TON DUMP BODY For: COOK COUNTY HIGHWAY DEPARTMENT

PLANS, SPECIFICATIONS, PROPOSAL AND BID INSTRUCTIONS MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING AGENT, ROOM 1018 COUNTY BUILDING, 118 N. CLARK ST. CHICAGO, ILLINOIS 60602 OR DOWNLOADED FROM WWW.COOKCOUNTYGOV.COM /PURCHASING AFTER 10:00 A.M. ON TUESDAY, NOVEMBER 2, 2010, BUT NO LATER THAN 4:30 P.M. MONDAY, NOVEMBER 15, 2010. COOK COUNTY IS AN EQUAL OPPORTUNITY PURCHASER. LOCAL M/WBES ARE ENCOURAGED TO SUBMIT BIDS. THE COUNTY'S UTILIZATION ON THESE CONTRACTS IS 25% FOR MBE'S AND 10% FOR WBE'S. INQUIRIES REGARDING MINORITY AND FEMALE PARTICIPATION SHOULD BE DIRECTED TO THE OFFICE OF CONTRACT COMPLIANCE AT (312) 603-5502.

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REVERSE AUCTION EVENT WILL BE HELD ON TUESDAY, NOVEMBER 30, 2010 STARTING AT 10:00 A.M.

ADV: TUESDAY, NOVEMBER 2, 2010 BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY. 600941117

TODD H. STROGER, PRESIDENT

CARMEN TRICHE-COLVIN, PURCHASING AGENT

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
IB-01	Definitions	IB-1
IB-02	Preparation of Bid Proposals	IB-1
IB-03	Site Inspection Certificate	IB-1
IB-04	Bid Deposit	IB-2
IB-05	Exceptions	IB-2
IB-06	Bidder Warranties	IB-2
IB-07	Submission of Bid Proposals	IB-3
IB-08	Bid Proposals to Conform to Requirements of Legal Advertising	IB-3
IB-09	Competency of Bidder	IB-3
IB-10	Local Business Preference	IB-3
IB-11	Consideration of Bid Proposals	IB-3
IB-12	Withdrawal of Bid Proposals	IB-4
IB-13	Acceptance of Bid Proposals	IB-4
IB-14	Performance and Payment Bond	IB-4
IB-15	Prices Firm	IB-4
IB-16	Cash Billing Discounts	IB-4
IB-17	Catalogs	IB-4
IB-18	Authorized Dealer/Distributor	IB-4
IB-19	Trade Names	IB-5
IB-20	Samples	IB-5
IB-21	Notices	IB-5
IB-22	Compliance with Laws - Public Contracts	IB-5
IB-23	Cooperation with Inspector General	IB-5

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

A. BIDDER shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.

B. BID PROPOSAL shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.

C. CONTRACT shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.

D. CONTRACT DOCUMENTS shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

E. CONTRACTOR shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.

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

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

H. PURCHASING AGENT shall mean the Purchasing Agent of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.

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

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 BID DEPOSIT

When required in the legal advertisement, the Bid Proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid Proposal and such Bid Proposal shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

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

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Purchasing Agent a written request for a deviation or exception prior to the date and time of Bid Opening. If the Purchasing Agent considers such deviation or exception acceptable, the Purchasing Agent shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Purchasing Agent, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Assembly Room 569, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 11.**

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

IB-09 COMPETENCY OF BIDDER

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

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

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

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

**GENERAL CONDITIONS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-01	Subcontracting or Assignment of Contract or Contract Funds	GC-1
GC-02	Inspection and Responsibility	GC-1
GC-03	Insurance	GC-1
GC-04	Payment	GC-1
GC-05	Prepaid Fees	GC-1
GC-06	Taxes	GC-1
GC-07	Price Reduction	GC-2
GC-08	Contractor Credits	GC-2
GC-09	Disputes	GC-2
GC-10	Default	GC-2
GC-11	County's Remedies	GC-2
GC-12	Contractor's Remedies	GC-2
GC-13	Delays	GC-3
GC-14	Modifications and Amendments	GC-3
GC-15	Patents, Copyrights and Licenses	GC-3
GC-16	Compliance with Laws	GC-3
GC-17	MBE/WBE Cook County Ordinance	GC-4/7
GC-18	Material Safety Data Sheet	GC-7
GC-19	Conduct of the Contractor	GC-7
GC-20	Accident Reports	GC-7
GC-21	Use of Premises	GC-7
GC-22	General Notice	GC-8
GC-23	Termination for Convenience	GC-8
GC-24	Guarantees and Warranties	GC-8

**GENERAL CONDITIONS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-25	Standard of Contract Goods	GC-8
GC-26	Delivery	GC-8
GC-27	Confidentiality And Ownership Of Documents	GC-9
GC-28	Quantities	GC-9
GC-29	Audit; Examination of Records	GC-9
GC-30	Governing Law	GC-10
GC-31	Cooperation with Inspector General	GC-10
GC-32	Waiver	GC-10
GC-33	Entire Agreement	GC-10
GC-34	Force Majeure	GC-10
GC-35	Contract Interpretation	GC-10

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

GC-02 INSPECTION AND RESPONSIBILITY

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

GC-03 INSURANCE

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

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

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

GC-10 DEFAULT

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

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

GC-11 COUNTY'S REMEDIES

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

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than twenty-nine (29) days may only be made with the advance written approval of the Purchasing Agent.

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

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

GC-15 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10.

I. POLICY AND GOALS

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

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

2. Letter(s) of Certification

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

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

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

3. Joint Venture Affidavit

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

B. Reduction/Waiver Petition

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-18 MATERIAL DATA SAFETY SHEET

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

GC-19 CONDUCT OF THE CONTRACTOR

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

GC-20 ACCIDENT REPORTS

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

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

GC-21 USE OF PREMISES

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

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

GC-22 GENERAL NOTICE

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

TO THE COUNTY:

Purchasing Agent
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-23 TERMINATION FOR CONVENIENCE

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

GC-24 GUARANTEES AND WARRANTIES

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

GC-25 STANDARD OF CONTRACT GOODS

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

GC-26 DELIVERY

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

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

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

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

GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-28 QUANTITIES

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

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 COOPERATION WITH INSPECTOR GENERAL

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

GC-32 WAIVER

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

GC-33 ENTIRE CONTRACT

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

GC-34 FORCE MAJEURE

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

GC-35 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish PRINTING, DOCUMENT SECURITY PAPER for COOK COUNTY CLERK'S OFFICE, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract effective for thirty-six (36) months after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 AWARD OF CONTRACT

It is the intent of the County to award this bid in whole and not in part. The County reserves the right to award this contract in the best interest of the County.

SC-04 OVER/UNDER RUNS

The County will not accept over runs or under runs for printing. It is the Vendor's responsibility to print and ship as per contract.

SC-05 INQUIRIES

For inquiries after award of the contract, please contact:

MS. SHUNICE HILL-SULLIVAN
COOK COUNTY CLERK'S OFFICE
(312) 603-5349

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). Inquiries must be received no later than 5:00 p.m. on TUESDAY, NOVEMBER 16, 2010. Inquiries will be answered by the close of business on THURSDAY, NOVEMBER 18, 2010.

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

CARMEN TRICHE-COLVIN
COOK COUNTY PURCHASING AGENT
118 N. CLARK STREET, #1018
CHICAGO, IL 60602

SC-06 DELIVERIES

ALL DELIVERIES SHALL BE MADE AS NEEDED TO:

RICHARD J. DALEY CENTER
OFFICE OF THE COUNTY CLERK, VITAL RECORDS
50 W. WASHINGTON, CONCOURSE LEVEL, RM CL25
CHICAGO, IL 60602
ATTN: GERRY WESTON

SC-07 NOTIFICATION

Do not deliver until notified by Using Department. Bid must include (fifteen) (15) inside deliveries, as needed (2,000 sheets per box, and 100,000 sheets per delivery) within a seventy-two (72) hour upon receipt of request for delivery. **NO EXCEPTIONS.**

SPECIAL CONDITIONS

SC-08 INSIDE DELIVERY

Vendor is responsible for inside delivery.

SC-09 REVERSE AUCTION EVENT PROCEDURES

The Cook County Office of the Purchasing Agent will accept bids Printing, Document Security Paper for Cook County Clerk's Office using an Online Reverse Auction Process managed and hosted by Peralta Garcia Government Innovations, Inc. on Tuesday, November 30, 2010. The Online Reverse Auction Process will be conducted in accordance with Cook County Code of Ordinances purchasing provisions, the procedures of the Office of the Cook County Purchasing Agent and the specifications for this Bid. This Online Reverse Auction Event will be the process used to determine final pricing. By submitting a bid through the Online Reverse Auction Process, the bidder agrees to abide by the terms and conditions of the County's and Purchasing Agent's ordinances, policies and procedures for the purchase of goods and services, the terms and conditions of the Online Reverse Auction Process and the terms and specifications for this bid.

Vendors interested in bidding on this contract are required to submit this bid document ("Response or Responses") in the bid box in Room 569 of the Cook County Building prior to the bid submission date indicated on the front page of this document.

Any responses received after the time and date set is considered late. No late responses will be considered.

Bidder responses shall be opened in the presence of the Office of the County Clerk at the time, date and place designated on the cover page of this document. A list of respondents shall be made available.

Responses will be reviewed by the Office of the Purchasing Agent prior to the reverse auction event. If the Office of the Purchasing Agent knows or has reason to conclude that a mistake has been made, the department will request the bidder to correct the response prior to the reverse auction event. Situations in which corrections will be requested include obvious, apparent errors or incorrectly excluded EDS forms, or missing pages.

The Office of the Purchasing Agent will use information from the responses to register bidders for the auction event. The County reserves the right to exclude bidders who are deemed not responsive or not responsible.

The date and time of the reverse auction event will be TUESDAY, NOVEMBER 30, 2010 at 10:00 a.m.

Peralta Garcia Government Innovations, Inc. shall provide written notice to each bidder through postal mail or electronic means regarding the bidder's inclusion or exclusion from the qualified bidders list.

Peralta Garcia Government Innovations, Inc. shall work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: configuration of the auction computer system, testing of the bidder interface, delivery of the event procedure manuals and other documentation, and training.

During the Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. Peralta Garcia Government Innovations, Inc. will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.

SPECIAL CONDITIONSSC-09 REVERSE AUCTION EVENT PROCEDURES (CONTINUED)

Peralta Garcia Government Innovations, Inc. will keep an event record, which will include the prices offered by the bidders. The event record will become part of the contract documents and a public record at the conclusion of the event.

The bidder interface will be configured such that a bidder will not know the identity of competing bidders until the event is complete.

Peralta Garcia Government Innovations, Inc. will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered will become the price portion of the bid response.

Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.

The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension shall be contained in the event procedure manual that will be distributed to all qualified bidders.

The event will conclude at either the scheduled stop time or the time at which all extensions are completed, whichever is later.

After the conclusion of the auction event, the County will consider the qualifications summary and the price offered during the auction event to determine the lowest responsive and responsible bidder.

The department reserves the right to reject any and all bid responses.

The bidder with whom the County enters into a contract is required to pay a transaction fee to Peralta Garcia Government Innovations, Inc pursuant to the Terms & Conditions signed and returned to the Cook County Purchasing Agent prior to the bid response due date. The fee will be one percent (1%) of the contract amount, with a \$1,000 minimum and a \$50,000 maximum. The transaction fee is payable to Peralta as follows:

- One-Time Purchase Contracts - One-half (50%) of the fee is payable within 30 days of the issuance of a Purchase Order by the Purchasing Agent with the balance due within 30 days of delivery of the item or service.
- Term Purchase Contracts - The fee for contracts for a period of time during which goods are purchased or services are rendered will be due within 30 days of the end of each quarter of the term of the contract based on the estimated purchase price, and 1st payment will be due with the 1st delivery."
- Construction - The entire fee is due within 30 days of receipt of the initial progress or contract payment ("mobilization")

SPECIAL CONDITIONS

SC-10 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

Procedures for deliveries utilizing the dock for R.J. Daley Center, 50 West Washington Street, are as follows:

All deliveries must be pre-arranged, utilizing the attached form. Notification must be provided at least 48 hours in advance during the week and at least 72 hours in advance for weekends and Mondays. Copy the form as needed. A form will need to be filled out for each and every delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950.

Every delivery made to the building will need to be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staff's valid driver's license. In addition, the County will be taking photographs of approved drivers for its own records.

Delivery personnel will receive a temporary identification badge to be worn at all times while in the building.

Delivery vehicles will be searched prior to gaining access to the dock area.

Kindly send all legible photocopies of pertinent documents to the following:

Edward Carik
Director of Security-Security Command Center
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602

No driver will be allowed to gain access to the building without prior authorization. Therefore, please fill out the "Request for Dock Access" form and fax it in a timely manner to the number listed above. In addition, replacement drivers not recognized by County staff as being pre-approved will not be allowed entrance into the building. It is imperative that the County is notified, in advance, of staffing changes. The County requires these notifications to be in writing, accompanied by a photocopy of the replacement's personal driver's license.

SPECIAL CONDITIONS

**REQUEST FOR DOCK ACCESS
RICHARD J. DALEY CENTER**

Date(s) of Delivery:	Time:
----------------------	-------

Delivery Company/Agency:	Contact:
Address:	Phone:

Items to be Delivered:

Intended Delivery Location` (please check one):

Building	X	Room	Contact:	Phone No. of Contact:
Daley Center	<input type="checkbox"/>			
City Hall	<input type="checkbox"/>			
County Building	<input type="checkbox"/>			

FAX COMPLETED FORM TO OFFICE OF THE BUILDING at (312) 603 - 6950



To be filled out by Daley Center Security **ONLY**:

DELIVERY PERSONNEL INFORMATION:

Date:	Time:
-------	-------

	Last	First	Middle
Driver			
Helper			

License No.	State:
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VEHICLE INFORMATION:

Vehicle	Make:	Model:	Year:
---------	-------	--------	-------

License Plate	No.:	State:
---------------	------	--------

Transport License	No.:
-------------------	------

SPECIFICATIONS

ITEM NO. 1: PRINTING OF DOCUMENT SECURITY PAPER

PRINTED/NUMBERED PAPER STOCK

COLOR: WHITE

GRADE: MUST BE SUITABLE FOR LASER PRINTING IN DELL 5310

SIZE: 8-1/2" x 11"

WEIGHT: 28#

QUANTITY: 4,500,000 SHEETS

STORAGE OF CERTIFICATES, PRIOR TO DELIVERY, MUST BE IN A LOCKED AREA WITH CONTROLLED ACCESS AND 24 HOUR SURVEILLANCE. THIRTY-SIX (36) MONTH STORAGE OF CERTIFICATES MUST BE INCLUDED IN BID.

CONTRACTOR WILL PROVIDE ONE PROOF TO BE APPROVED BY THE COUNTY CLERK'S OFFICE. IF NECESSARY, THE CONTRACTOR SHALL ALSO AGREE TO MAKE ONE ALTERATION CHANGE IN THE PROOF.

SECURITY FEATURES, OVERALL DOCUMENT

CONTROLLED STOCK

SAFETY PAPER MUST BE A CONTROLLED STOCK WITH NO OPTICAL BLEACHING AGENTS USED IN THE MANUFACTURE OF THE PAPER. COMMERCIAL STOCK, WHICH CAN BE PURCHASED IN THE OPEN MARKET, CANNOT BE USED. ACTUAL PRINTING AND PROCESSING MUST TAKE PLACE UNDER SECURE CONDITIONS. PRESSES MUST BE LOCATED IN A RESTRICTED AREA AND SUPERVISED WHILE THE JOB IS IN PROCESS.

TONER FUSING

THE CERTIFICATE MUST INCLUDE A FEATURE TO DETER TONER REMOVAL BY BONDING THE TONER TO THE PAPER FIBERS. ANY ATTEMPTS TO LIFT OFF OR SCRAPE AWAY THE TONER WILL DAMAGE THE DOCUMENTS.

VISIBLE FIBERS

COLORED FIBER INCORPORATED INTO THE PAPER AT THE TIME OF MANUFACTURE. THESE FIBERS ARE INVISIBLE UNTIL VIEWED UNDER AN ULTRAVIOLET (BLACK LIGHT) LAMP. WHEN THEY FLUORESCCE, EITHER YELLOW-GREEN OR RED FIBERS APPEAR RANDOMLY ON THE SHEET AND CAN BE VIEWED FROM EITHER SIDE OF THE DOCUMENT.

INVISIBLE FIBERS

ADDITIONAL FIBERS ARE INCORPORATED INTO THE PAPER AT THE TIME OF MANUFACTURE. THESE FIBERS ARE INVISIBLE UNTIL VIEWED UNDER AN ULTRAVIOLET (BLACK LIGHT) LAMP. WHEN THEY FLUORESCCE, EITHER YELLOW-GREEN OR RED FIBERS APPEAR RANDOMLY ON THE SHEET AND CAN BE VIEWED FROM EITHER SIDE OF THE DOCUMENT.

SPECIFICATIONS

ITEM NO. 1: PRINTING OF DOCUMENT SECURITY PAPER (CONTINUED)

CHEMICAL SENSITIZATION

PAPER MUST BE SENSITIVE TO THE FOLLOWING FAMILIES OR FALSIFYING AGENTS: POLAR ORGANIC SOLVENTS (ALCOHOLS, KETONE, ACETATES, ETHERS, GLYCOL); A - POLAR ORGANIC SOLVENTS (PETROL, TOLUENE, WHITE SPIRITS, XYLENE) DISTILLATES (TRICHLOROETHYLENE, BENZENE, OCTANE, CHLOROFORM, HEXANE); ACIDS (SULFURIC, HYDROCHLORIC, NITRIC); OXIDIZING AGENTS (SODIUM HYPOCHLORITE); STRONG ALKALINE BASES (SODA, POTASE); AND, WEAK ALKALINE BASES (DELETION PENCIL, AMMONIA). AS THE REAGENTS ARE DISPERSED THROUGH THE PULP, REACTIONS WILL OCCUR ON BOTH SIDES WHENEVER A FALSIFYING PRODUCT IS APPLIED TO EITHER SIDE.

WATERMARK

AN OVERALL TWO-TONE FOURDRINIER MADE WATERMARK OR EQUAL. THIS WATERMARK IS VISIBLE TO THE NAKED EYE WHEN THE DOCUMENT IS HELD UP TO TRANSMITTED LIGHT BUT CANNOT BE READILY COPIED, PHOTOCOPIED, OR REPRODUCED.

PERFORATIONS

THE CERTIFICATE MUST INCLUDE PERFORATION RUNNING HORIZONTALLY NEAR THE BOTTOM OF THE FORM AS SPECIFIED BY THE COUNTY CLERK'S OFFICE. LOWER PART OF THE PAPER WILL BE USED AS A RECEIPT AND WILL CONTAIN THE SEQUENTIAL NUMBER, WHICH MATCHES THE DOCUMENT.

PANTOGRAPH VOID

PRINT THE COUNTY SEAL OR OTHER ART CHOSEN BY THE OFFICE OF THE COUNTY CLERK ON THE FACE OF THE DOCUMENT WITH INKS SPECIALLY FORMULATED TO CONTAMINATE UPON PHOTOCOPYING. THE PATTERN ON THE FACE OF THE DOCUMENT MUST INCLUDE THE WORD "VOID" HIDDEN IN THE PATTERN. THE HIDDEN "VOID" IS TO BE VIRTUALLY UNDETECTABLE TO THE HUMAN EYE, BUT MUST SHOW PREDOMINATELY IN THE COPY MADE WITH COLOR PHOTOCOPIER. THE SUCCESSFUL VENDOR WILL BE RESPONSIBLE TO FORMULATE AND DEMONSTRATE INK SUBJECT TO THE APPROVAL OF THE COUNTY CLERK'S OFFICE.

WARNING BANDS

A WARNING BAND WILL APPEAR ON THE DOCUMENT TO CALL ATTENTION TO THE SECURITY FEATURES WHICH HAVE BEEN ADDED TO PROTECT THE DOCUMENT. FONT SHOULD BE ARIAL BLACK, WHITE LETTERING.

PRISMATIC PRINTING

DOCUMENT WILL CONTAIN A PANTOGRAPH PATTERN USING PMS 295 (BLUE) AND PMS 201 (FLUORESCENT RED) SPLIT INK.

SPECIFICATIONS

ITEM NO. 1: PRINTING OF DOCUMENT SECURITY PAPER (CONTINUED)

FLUORESCENT INKS

INK ON THE FACE OF THE DOCUMENT WILL BE FLUORESCENT UNDER A BLACK ULTRA-VIOLET LIGHT. THE COUNTY SEAL OR OTHER ART CHOSEN BY THE COOK COUNTY CLERK'S OFFICE WILL APPEAR IN FLUORESCENT INK. THE INK MUST FLUORESCESCE IN YELLOW-GREEN OR RED.

HIGH RESOLUTION BORDERS

HIGH RESOLUTION PRINTING WITH FINE FILE LATHER WORK, OF WHICH THE PATTERN OF THE BORDER WILL BE CHOSEN BY THE COOK COUNTY CLERK'S OFFICE.

HIGH RESOLUTION LATENT IMAGES

CONCEALED IMAGE RANDOMLY PLACED ON THE DOCUMENT WITHIN THE LATHER WORK BORDER DESIGN. IMAGES CAN ONLY BE SEEN WHEN DOCUMENT IS VIEWED UNDER MAGNIFICATION. IMAGES CANNOT BE REPRODUCED ON A PHOTOCOPIER.

MICROSCOPIC PRINTING

PRINTING ON THE FACE OF THE CERTIFICATE MUST BE A LINE OF MICROSCOPIC TYPE (APPROXIMATELY .0008 INCH HEIGHT) THAT, WHEN VIEWED WITHOUT MAGNIFICATION, WILL APPEAR AS A PLAIN OR DASHED LINE. HOWEVER, WHEN VIEWED UNDER EXTREME MAGNIFICATION, IT WILL APPEAR AS A SENTENCE OF TYPE SPECIFIED BY THE COOK COUNTY CLERK'S OFFICE.

DUAL COMPONENT NUMBERING

THE CONSECUTIVE CONTROL NUMBER ON THE FACE OF THE DOCUMENT SHALL BE PRINTED IN BLACK INK WITH A PENETRATING RED DYE THAT WILL BLEED THROUGH THE PAPER FIBERS AND MAKE A REVERSE MIRROR IMAGE OF THE NUMBER VISIBLE ON THE BACK OF THE DOCUMENT.

EMBOSSING

A RAISED RELIEF IMAGE OF THE COOK COUNTY SEAL WILL APPEAR AT THE BOTTOM OF THE CERTIFICATE (LEFT AND RIGHT CORNERS) IN TWO PLACES. THE EMBOSSSED SEAL MUST BE RAISED ENOUGH TO WITHSTAND THE PRESSURE OF LASER PRINTING.

SPECIFICATIONS

ITEM NO. 1: PRINTING OF DOCUMENT SECURITY PAPER (CONTINUED)

PRINTED HEADING

PRINTED HEADING OF DOCUMENT IN FONT WILL BE CHOSEN BY THE COOK COUNTY CLERK'S OFFICE. PRINTING WILL APPEAR AS BLACK COLOR IN VISIBLE (NORMAL) LIGHT BUT WHEN VIEWED UNDER ULTRAVIOLET (BLACK LIGHT) TURNS GREEN. PRINTING MUST STATE:

COUNTY OF COOK
STATE OF ILLINOIS
OFFICE OF THE COUNTY CLERK

ALL ARTWORK SHALL BE CREATED BY THE SUCCESSFUL VENDOR. ALL ARTWORK COST SHALL BE INCLUDED IN THE BID PRICE. ALL ARTWORK IS THE PROPERTY OF THE CLERK'S OFFICE AND SHALL BE RETURNED TO THE COOK COUNTY CLERK'S OFFICE, PRIOR TO PAYMENT.

SIMULATED WATERMARK

THE BACK OF THE DOCUMENT WILL CONTAIN REFLECTIVE TYPE SIMULATED WATERMARK PATTERN WHICH CAN ONLY BE VIEWED ON A PRESCRIBED ANGLE. THE THREADS IN THE PATTERN WILL FLUORESCENCE IN EITHER YELLOW-GREEN OR RED WHEN EXAMINED UNDER AN ULTRAVIOLET (BLACK LIGHT) LAMP. THESE WATERMARKS WILL NOT BE ABLE TO BE REPRODUCED BY A PHOTOCOPIER.

LAI D LINES

THE BACK OF THE DOCUMENT WILL BE IMPRINTED WITH NON-CONSISTENT UNEVEN LINES.

PACKAGING

SHRINK WRAP FIVE HUNDRED SHEETS WITH CHIPBOARD ON THE TOP AND BOTTOM TO PREVENT DAMAGE TO THE PAPER. PAPER SHALL BE PACKAGED IN "DESCENDING" ORDER AS PAPER HAS TO BE PLACED PRINT SIDE DOWN AND IS PRINTED FROM THE TOP. THIS WILL INSURE THAT PAPER IS USED IN PROPER ORDER.

CONTRACT NO. 10-84-158

REVISED PRICING PROPOSAL

BIDDER: Midwest Bank Note Co.

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 10-84-158 for PRINTING, DOCUMENT SECURITY PAPER for COOK COUNTY CLERK'S OFFICE, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	M	4,500	PRINTING, DOCUMENT SECURITY PAPER FOR BIRTH AND MARRIAGE, AS PER SPECIFICATIONS HEREIN.
			\$ 31.00 /M
			\$ 139,500.00 /TOTAL
			MFR. Cascades
			MFR NO. CCVR100
			GRAND TOTAL: \$ 139,500.00

DELIVERY DATE: First release of 100,000 sheets in 45 calendar days
after final proof approval
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

ACKNOWLEDGEMENT:

Vendor Name: Midwest Bank Note Company

By: Peter Murray, Controller
Name and Title

Date: 1/26/2011

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2011 JAN 27 AM 11:31
PROCUREMENT

NOTE:

The bidder with whom the County enters into a contract is required to pay a transaction fee to Peralta Garcia Government Innovations, Inc pursuant to the Terms & Conditions signed and returned to the Cook County Purchasing Agent prior to the bid response due date. The fee will be one percent (1%) of the contract amount, with a \$1,000 minimum and a \$50,000 maximum. The transaction fee for this contract is as follows:

Term Purchase Contracts – The fee for contracts for a period of time during which goods are purchased or services are rendered will be due within 30 days of the end of each quarter of the term of the contract based on the estimated purchase price, and 1st payment will be due with the 1st delivery.

**Printing of Document Security Paper for Cook County Clerk's
Office 10-84-158**

Printing of Document Security Paper 10-84-158

**Printing of Document Security Paper For Birth and Marriage As Per Specifications
Price for: 1/M; Ext qty: 4,500**

	Company	Baseline	Bid	Extended	Savings \$	Savings %
	Midwest Bank Note	\$ 48.97	\$ 31.00	\$ 139,500.00	\$ 80,865.00	36.70%

Sum of all line items

	Company	Baseline	Bid	Extended	Savings \$	Savings %
	Midwest Bank Note	\$220,365.00	\$ 31.00	\$ 139,500.00	\$ 17.97	36.70%

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN

Section 1

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

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

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

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
	Total: \$ _____ %

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

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative of the _____ (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ _____ which represents the above indicated total percentage _____ % for the contract amount \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

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

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

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**

- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

- 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

- 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

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

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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 Undersigned certified to all Certifications and other statements contained in this EDS.

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
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 or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

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.

Kris Valenti
 Name of Authorized Applicant/Holder Representative (please print or type)
Kris Valenti
 Signature
kvalenti@rmfprinting.com
 E-mail address

General Manager
 Title
11/19/10
 Date
716-683-7500
 Phone Number

Subscribed to and sworn before me this 19 day of NOV, 2010

x *Dal 9.3*
Notary Public Signature

My commission expires: 6/28/14
BARLENE J ZYLINSKI
 Notary Public, State of New York
 No. 01ZY622-1219
 Qualified in Erie County
 Commission Expires June 28, 2014
 Notary Seal

RECEIVED
 OFFICE OF THE
 PURCHASING AGENT
 2011 JAN 14 PM 1:08
 PROCUREMENT

50 Pearl Street
Lancaster, NY 14086
716-683-7500 Ext 221
kvalenti@rmfprinting.com

**Midwest Bank Note
Company**

Fax

RECEIVED
OFFICE OF THE
PURCHASING AGENT

2011 JAN 14 PM 1:19
PROCUREMENT

To: Barbara A. Flock, CPPB	From: Kris Valenti
Fax: 312-603-3179	Pages: 4 plus cover
Phone:	Date: 1/13/11
Re:	cc:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

• **Comments:**

Barbara- per our phone conversation

~~These copies are for your files. Hard copies will be sent overnight.~~

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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

BUSINESS NAME: Midwest Bank Note Company

BUSINESS ADDRESS: 50 Pearl Street
Lancaster, NY 14086

BUSINESS TELEPHONE: 716-683-7500 FAX NUMBER: 716-683-2012

CONTACT PERSON: Kris Valenti

FEIN: 38-205-7258 *IL CORPORATE FILE NUMBER: See Attachment

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Felipe Bautista VICE PRESIDENT: _____

SECRETARY: Kris Valenti TREASURER: Peter Murray

Treasurer
**SIGNATURE OF PRESIDENT: _____
TREASURER: _____

ATTEST: Kris Valenti (CORPORATE SECRETARY)

Subscribed and sworn to before me this
19 day of November, 2010

x Darlene J. Zylinski
Notary Public Signature

DARLENE J ZYLINSKI
Notary Public, State of New York
No. 01ZY6224219
Qualified in Erie County
Commission Expires June 28, 2014
My commission expires: 6/28/14

Notary Seal

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

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

00-0178 1-10-10

MIDWEST BANK NOTE COMPANY
 50 PEARL STREET • P.O. BOX 7500 • LANGASTER, NEW YORK, 14086 USA
 50 PEARL STREET • P.O. BOX 7500 • LANGASTER, NEW YORK, 14086 USA
 TEL: 800-528-7393 FAX: 800-528-7393
 WWW.MIDWESTBANKNOTE.COM

February 9, 2011

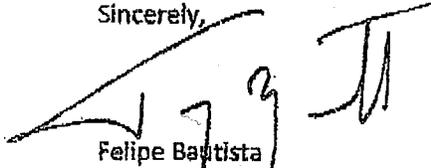
Cook County Building
 118 N. Clark Str.
 Room 1018
 Chicago, IL 60602
 Office of the Purchasing Agent

RECEIVED
 OFFICE OF THE
 PURCHASING AGENT
 2011 FEB 14 AM 9:52
 PROCUREMENT

To whom it may concern:

I Felipe Bautista, President and CEO of Midwest Bank Note Company do hereby give authorization to Peter Murray, Controller and Treasurer of Midwest Bank Note Company to sign the signature by a corporation form of Bid Document No. 10-84-158 Contract for Supply – Document Security Paper REQ #05330008.

Sincerely,



Felipe Bautista
 President and Chief Executive Officer
 Midwest Bank Note Company

**WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
MIDWEST BANK NOTE COMPANY**

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2011 JAN 14 PM 1:19
PROCUREMENT

The undersigned, being all of the Directors of Midwest Bank Note Company (the "Corporation") hereby consent to, approve and adopt the following Resolutions, which Resolutions shall have the same force and effect as if adopted at a special meeting of the Directors of the Corporation, duly called and held for the purpose of acting upon these Resolutions.

RESOLVED, that John H. Conway is hereby removed from the offices of Chief Financial Officer, Treasurer and Secretary of the Corporation;

RESOLVED, that the following persons be and they hereby are elected as officers of the Corporation to serve until their successors are duly elected and qualified, or until their earlier resignation or removal from office:

Secretary: Kristine J. Valenti

Treasurer: Peter R. Murray

RESOLVED, that no successor Chief Financial Officer shall be appointed at this time;

RESOLVED, that any and all actions heretofore or hereafter to be taken by any of the directors, officers or agents of the Corporation in connection with the foregoing Resolutions, be and they hereby are, ratified, approved, confirmed and consented to in all respects; and

RESOLVED, that this Written Consent may be executed and delivered by facsimile or electronic signature, which shall be valid and binding, and in one or more counterparts, each of which shall be an original but which together shall constitute one action by written consent.

State of New York
Department of State } ss:

I hereby certify, that MIDWEST BANK NOTE COMPANY, INC. a MICHIGAN corporation, filed an Application for Authority to do business in the State of New York on 07/16/2008. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.



WITNESS my hand and the official seal of the Department of State at the City of Albany, this 07th day of January two thousand and eleven.

A handwritten signature in black ink, appearing to read "Neil A. ...", is written over a faint circular stamp.

First Deputy Secretary of State

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Breckwoldt

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Jesus Cor

COOK COUNTY PURCHASING AGENT

Constanza M. Kraif

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 15 DAY OF March, 2011.

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

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

10-84-158

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 139,500.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 15 2011

APPROVED AS TO FORM:
Frank J. DeS...

ASSISTANT STATE'S ATTORNEY

COM _____

CHECKLIST FOR BID PACKAGE SUBMISSION

Here's a check list for you to make sure the bid package you submit is complete.

Incomplete bid packages will not be considered for award so if you have any questions, please contact VendorServices@cookcountygov.com, but be sure to allow enough time for us receive your inquiry and reply.

In the bid package you are submitting, make sure you:

- INCLUDE the following sections of the contract in the following order:
 - Cover page
 - Instructions to Bidders (Index and Section IB)
 - General Conditions (Index and Section GC)
 - Special Conditions (Section SC)
 - Specifications (Section S)
 - Site Inspection Form (if applicable) (Section SI)
 - Proposal (Section P)
 - Economic Disclosure Forms (Index and Section EDS)
- SIGN, ATTEST, AND NOTARIZE all three (3) Execution pages (Either Execution by a Sole Proprietor, Execution by a Partnership, or Execution by a Corporation, which ever applies to you.)
- PRINT the envelope template
- FILL OUT the required information sections as indicated on the envelope template
- TAPE the completed label to the front of a 10" x 13" envelope

Make sure you submit your bid envelope on or before the Bid Opening Date and Time indicated on the bid envelope.

Make sure you deposit your bid envelope at the location indicated on the bid envelope.

Bid envelopes submitted late or deposited in the wrong location will not be considered for award.

Good luck!

Empire State Development

(www.empire.state.ny.us) (www.nylovesmwbe.ny.gov)

January 15, 2010
File#52357

Felipe Bautista Palacio
(via John Conway)
RMF PRINTING TECHNOLOGIES INC
50 Pearl St.
Lancaster NY 14210

Dear Mr Bautista Palacio (via John Conway)

On behalf of New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has completed its review of your application for State Certification as a Minority Owned Business Enterprise and has determined that your firm meets eligibility requirements for certification, pursuant to Executive Law, Article 15-A. We are pleased to inform you that,

RMF PRINTING TECHNOLOGIES INC (FED ID#161181271)
(owned by MWBN HOLDING CO) (NYS MBE # 53078)

has been granted status as a Minority Owned Business Enterprise. Your business will be listed in the State's Directory of certified Businesses with the following principal products or services:

PRINTING
BUSINESS FORMS

Certification status is not intended to imply that the State of New York guarantees your company's capability to perform on state contracts, nor does it imply that your company is guaranteed any State business.

Please remember that any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to ownership, business name, federal ID number, business address, telephone numbers, principal products-services, and bonding capacity.

Also, please know that your certification expires 3 years from the date of this letter or unless you are contacted by this Office for verification or recertification. At such time as it is necessary for your company to be recertified, you will be notified by this office. If your certification is questioned by any public or private entity, please direct the inquiry to this Office for clarification.

Thank you for your cooperation. On behalf of the State of New York, I wish you continued success in your business endeavors, particularly those involving State agencies.

Sincerely,



John Vandeloo

Economic Development Specialist

(direct-18 292 5343) (jvandeloo@empire.state.ny.us)

(www.empire.state.ny.us) (www.nylovesmwbe.ny.gov)

(ofc 518 292 5250) (fax@518 292 5803)

New York State Department of Economic Development
30 South Pearl Street Albany New York 12245 Tel 518 292 5100
Web Site: www.empire.state.ny.us

Empire Development

(www.empire.state.ny.us) (www.nylovesmwbe.ny.gov)

January 15, 2010

File#53078

Felipe Bautista Palacio
(via John Conway)
MWBN HOLDING COMPANY
(via RMF PRINTING TECHNOLOGIES)
50 Pearl St
Lancaster NY 14210

Dear Mr. Bautista Palacio (via John Conway)

On behalf of New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has completed its review of your application for State Certification as a Minority Owned Business Enterprise and has determined that your firm meets eligibility requirements for certification, pursuant to Executive Law, Article 15-A. We are pleased to inform you that,

MWBN HOLDING COMPANY (FED ID # 383460543)
(holding co.for RMF PRINTING TECHNOLOGIES)(NYS MBE # 52357)

has been granted status as a Minority Owned Business Enterprise. Your business will be listed in the State's Directory of certified Businesses with the following principal products or services:

HOLDING COMPANY

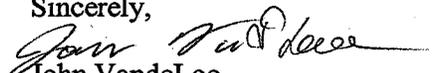
Certification status is not intended to imply that the State of New York guarantees your company's capability to perform on state contracts, nor does it imply that your company is guaranteed any State business.

Please remember that any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to ownership, business name, federal ID number, business address, telephone number, principal products-services, or bonding capacity.

Also, please know that your certification expires 3 years from the date of this letter or unless you are contacted by this office for verification or recertification. At such time as it is necessary for your company to be recertified, you will be notified by this office. If your certification is questioned by any public or private entity, please direct the inquiry to this office for clarification.

Thank you for your cooperation. On behalf of the State of New York, I wish you continued success in your business endeavors, particularly those involving State agencies.

Sincerely,



John VandeLoo

Economic Development Specialist
(direct@518 292 5343) (jvandeloo@empire.state.ny.us)
(www.empire.state.ny.us)(www.nylovesmwbe.ny.gov)
(ofc 518 292 5250)(fax@518 292 5803)

New York State Department of Economic Development
30 South Pearl Street Albany New York 12245 Tel 518 292 5100
Web Site: www.empire.state.ny.us

MIDWEST BANK NOTE COMPANY

50 PEARL STREET • P.O. BOX 7500 • LANCASTER, NEW YORK, 14086 USA

TEL 877-821-8048 • FAX 800-828-7393

WWW.MIDWESTBANKNOTE.COM

November 19, 2010

Cook County Board Assembly
Room 569
County Building
118 North Clark St.
Chicago, IL 60602

Attn: Purchasing Agent:

Per the Cook County affidavit of child support, Midwest Bank Note Company is owned by Midwest Holding Company. There is no ownership that exceeds 25%.

Sincerely,



Kris Valenti
General Manager
Midwest Bank Note Company