

**THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT**

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

Bridget Gainer
John P. Daley
John A. Fritchey
Lawrence Suffredin
Gregg Goslin
Timothy O. Schneider
Jeffrey R. Tobolski
Elizabeth Ann Doody Gorman

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



**COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**MARIA DE LOURDES COSS
CHIEF PROCUREMENT OFFICER**

County Building
118 North Clark Street, Room 1018
Chicago, Illinois 60602-1304
TEL: (312) 603-5370

December 16, 2011

Montenegro Paper
400 W. Lake St.
Roselle, IL 60172
Attn: Irma Bates

Ref: Contract No. 11-84-101

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.

Please do not provide service until your firm has been notified by a representative from the Using Agency.

Cordially,

Marie de Lourdes Coss, MPA, CPPO
Chief Procurement Officer *bc*

MDC/mw

Enclosure

cc: Various



BIDDER: Montenegro

CONTRACT FOR SUPPLY
DOCUMENT NO. 11-84-101



PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC.
FOR
VARIOUS COOK COUNTY AGENCIES

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON FRIDAY, SEPTEMBER 9, 2011 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 569, CHICAGO, IL 60602

CONTACT: BARB FLOCK, SPECIFICATIONS ENGINEER, AT 312-603-6828
EMAIL: barbie.flock@cookcountyl.gov

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 01 2011

COM _____

BID DEPOSIT: ONE PERCENT (1%) OF BID AMOUNT

072711 REQ.# S VARIOUS 0727

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the 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 34, ARTICLE IV, DIVISION 2, SECTION 34-151.

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 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).

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 TRIPLICATE, 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
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**GENERAL CONDITIONS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

GC-02 INSPECTION AND RESPONSIBILITY

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

GC-03 INSURANCE

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

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the 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 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

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. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** 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, the MBE/ WBE goals 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, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

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

GC-28 QUANTITIES

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

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 COOPERATION WITH INSPECTOR GENERAL

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

GC-32 WAIVER

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

GC-33 ENTIRE CONTRACT

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

GC-34 FORCE MAJEURE

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

GC-35 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-36 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC. for VARIOUS COOK COUNTY AGENCIES, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract for twenty-four (24) months with three (3) one-year renewal options effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the first twenty-four (24) months of the Contract.

SC-03 COOK COUNTY RECYCLED PRODUCTS PROCUREMENT POLICY

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 12

If the lowest offered price for the paper product which is both recycled and chlorine-free is not more than five percent(5%)higher than the lowest offered price for that same designated product that is recycled, the offered price for the paper product which is both recycled and chlorine-free shall be considered the low bid, if such Bidder is otherwise responsive and responsible.

Each Contractor supplying recycled paper product shall provide acceptable certification from all product manufacturers that the products being supplied meet or surpass County minimum content standards. Minimum content standards shall be consistent with standards presently promulgated by the U.S. Environmental Protection Agency.

Any recycled products purchased for the County shall bear the recycling insignia or the phrase "Recycled Paper". Any paper products which are both recycled and chlorine-free, shall also bear the processed chlorine-free insignia or the phrase "Processed Chlorine-Free".

SC-04 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid for Sections 1 or 2 Group A – Recycled and/or Recycled/Processed Chlorine-Free, and Section 1 Group B- Virgin Paper **and Section 1 Group C City of Chicago – Recycled & Virgin Paper. Bidders must bid all items in a Group and may bid all items in Group A and/or all items in Group B and/or all items in Group C.** There will be one award per Group. All line items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive.

Group A – Basis of Award for Cook County

This contract will be awarded by Group.

Group A is for Cook County and will consist of Section 1 - Standard Bid and Section 2 - Alternate Bid. For Group A Sections 1 and 2, bidders may bid recycled paper products and/or recycled/processed chlorine-free paper products. In order to determine the lowest responsive and responsible bidder for Group A – Recycled Paper and/ or Recycled/Processed Chlorine-Free Paper, the total bid for Sections 1 and 2 and Recycled Paper and Recycled/Processed Chlorine-Free Paper will be evaluated. In order to be responsive Group A, bidders must bid all line items for Group A, Section 1, Recycled Paper and/or Recycled/Processed Chlorine-Free Paper as a Standard Bid in the manner described in the Proposal pages for all 144 line items.

SPECIAL CONDITIONS**SC-04 AWARD OF CONTRACT (CONTINUED)****Group A – Basis of Award for Cook County (Continued)**

Bidders may also submit an optional Alternate Bid for Group A, Section 2, Recycled Paper and/or Recycled/Processed Chlorine-Free Paper. In order to be responsive for the alternate bid in Section 2, bidders must bid the core items # 1 – 103 and item # 144 to standard form with no changes or alterations in product or quantities. The Non-Core items as defined in Section 1 may be combined and grouped in a manner that allows for cost savings and economies of scale while fulfilling all Cook County requirements.

When filling out the Alternative Bid in Section 2, bidders must list which Non-Core Item #'s from Section 1 they are proposing to combine under one paper specification. All Non-Core Item #'s listed in Section 1 must be addressed in Section 2. The "NEW Quantity of Units" column must sum up to the combined "Quantity of Units" for each Non-Core Item # being consolidated from Section 1. The alternative bid ending quantities must equal the estimated quantities provided in Section 1 – Standard Bid while consolidating the Non-Core number of specifications. Bidders may bid either Recycled and/or Recycled/Processed Chlorine-Free for Group A, Section 2.

If a bid in Group A, Section 1 or 2, for Recycled Paper has the lowest bid price, then Cook County will add 5% to the total bid and that price will become the baseline for evaluation purposes. If there is a bid in Group A, Section 1 or 2 that falls within the 5% tolerance of the baseline for Recycled/Processed Chlorine-Free Paper, then that low bidder in Group A, for Recycled/Processed Chlorine-Free Paper will be evaluated. If the bid for Group A, Recycled/Processed Chlorine-Free Paper meets the criteria and is responsive and responsible, then it shall be awarded.

If a bid for Group A, Section 1 or 2, for Recycled Paper has the lowest bid, and there is not a bid in Group A, Section 1 or 2, for Recycled/Processed Chlorine-Free Paper that falls within the 5% tolerance of the baseline, then the lowest responsive and responsible bid for Recycled Paper from Section 1 or 2 shall be awarded.

If a bid for Group A, Section 2 has the lowest price and it is the lowest responsive and responsible bid, then it shall be awarded.

For Group A, bidders may submit bids for Section 1 or Section 2. Bidders must bid all lines for consideration.

Group B – Basis of Award for Cook County

For Group B **will be for Cook County. It is for** – Virgin Paper. **The** bid will be awarded to the lowest responsive and responsible bidder that meets the requirements and criteria set forth in the Request.

Group C – Basis of Award for the City of Chicago

Group C is for the - City of Chicago – Recycled & Virgin Paper. The bid will be awarded to the lowest responsive and responsible bidder that meets the requirements and criteria set forth in the Request. Bidders are required to complete a separate contract with the City of Chicago and adhere to the rules and regulations administered by the City of Chicago's Department of Procurement Services. Please refer to Exhibit 2 for the City of Chicago's contract.

SPECIAL CONDITIONS

SC-05 RENEWALS/PRICE ADJUSTMENT

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the first twenty-four months of the Contract. Thereafter either the Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided for in this section. The request for a price adjustment by the Contractor shall be submitted to the Office of the Purchasing Agent of Cook County within sixty (60) days after the end of the contract's twenty-four (24) month term. The County shall notify the Contractor of its request for price adjustment within the same time period.

Price adjustments shall be based upon the Index for Stationery, Stationery Supplies, Gift Wrap, for all Urban Consumers for United States City Average, of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics.

The price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year, month's index. All calculations will be carried to three (3) places ONLY, with no rounding off to the next digit. Price increases/decreases shall not exceed three percent (3%) annually from one adjustment period to the next.

EXAMPLE:

\$0.855	=	Current Item Price
140.10	=	Current Index (Anniversary Month)
138.92	=	Last Year Month Index

PERCENTAGE INCREASE: 1.02%

1.02 x \$0.855 = \$0.872
 \$0.872 = New Cost Per Item

This formula shall be the basis for determining the cost per item for the term of any extension or contract renewal which may be mutually agreed upon.

SC-06 DELIVERY FOR DEPARTMENTS

Contractor must honor delivery requests for Departments within Cook County. Any disputes or differences between the contractor and a specific department will not impact another department's order. One department's payment history will not affect the products delivered to another department.

SC-07 ORDER FULFILLMENT AND INVENTORY

Contractor must have sufficient ordering capability and financial resources to fulfill multiple shipments throughout Cook County with no delay in service quality or response time for any reason. Contractor is required to ship complete orders within three days after receipt of order. It is expected that the Contractor shall have sufficient inventory available to meet Cook County requirements. In the event that the Contractor has a dispute or payment issue with a specific department, services for other Cook County departments will not be withheld.

SPECIAL CONDITIONS

SC-08 FINANCIAL STABILITY

Bidders must provide the audited financial statements for the last three fiscal years. This shall include the letter of opinion, balance sheets, schedules, and related auditor's notes. The County may consider alternate financial documentation. Bidders must demonstrate that they have sufficient financial resources to provide service to Cook County without any delay or interruption.

SC-09 LEGAL ACTIONS

Bidders must provide a list of any pending litigation in which the bidder may experience significant financial settlement and include a brief description of the reason for legal action.

SC-10 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than twenty-five percent (25%) MBE and ten percent (10%) WBE of the awarded contract price for work to be performed.

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

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

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

SC-11 PRE-BID CONFERENCE

The County will hold a Pre-Bid Conference and Site-Visit at 118 N. Clark Street, Room 1018, Chicago, IL 60602. Representatives from the Office of the Purchasing Agent and the Clerk of Cook County will comprise the panel to respond to answer any questions regarding PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC. and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Barb Flock at 312 603-6828 or e-mail barbie.flock@cookcountyl.gov on or before Monday, August 8, 2011 with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference on: **Wednesday, August 10, 2011 at 9:00 A.M.**

PLACE: Office of the Purchasing Agent
118 N. Clark St, Room 1018
Chicago, IL 60602

SPECIAL CONDITIONS

SC-12 INQUIRIES

A copy of any written request for interpretation of documents shall be provided to the Office of 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 Friday, August 12, 2011. Inquiries will be answered by the close of business on Thursday, August 18, 2011.**

During the bid process, all inquiries must be directed, in writing, only to the Office of the Cook County Purchasing Agent as follows:

Maria de Lourdes Coss, CPPO
Cook County Purchasing Agent
C/O Barbie Flock, Specifications Engineer
118 N. Clark Street, Room 1018
Chicago, IL 60602

Or via email at barbie.flock@cookcountyil.gov
Contact Info for Specifications Engineer No. 84
Barbie Flock: 312 603-6828, barbie.flock@cookcountyil.gov

SC-13 UNSPECIFIED LINE ITEMS.

Any xerographic paper, various offset, index, tag, NCR, etc. not specifically listed herein may be added to this Contract in the form of a written modification signed by the Contractor and the County if they fall within the same specific category of supply for xerographic paper, various offset, index, tag, NCR, etc. specified (e.g. xerographic paper, various offset, index, tag, NCR, etc.). The lifetime usage of any xerographic paper, various offset, index, tag, NCR, etc. added to this Contract must not exceed ten percent (10%) of the original Contract award dollar amount.

The Using Agencies will notify the Contractor in writing of xerographic paper, various offset, index, tag, NCR, etc. which are necessary and request a written price proposal for the addition of the xerographic paper, various offset, index, tag, NCR, etc. to this Contract by modification, then forward the documents to the Purchasing Agent. Such xerographic paper, various offset, index, tag, NCR, etc. may be added to the contract only if the prices are competitive with current market prices and said xerographic paper, various offset, index, tag, NCR etc. are approved by the Purchasing Agent in the form of a written modification signed by the Contractor and the County. The Purchasing Agent reserves the right to seek competitive pricing information on said xerographic paper, various offset, index, tag, NCR, etc. from other suppliers and to procure such xerographic paper, various offset, index, tag, NCR, etc. in a manner which serves the best interest of the County.

Any such xerographic paper, various offset, index tag, NCR, etc. delivered by the Contractor, without a properly executed Contract modification signed by the Purchasing Agent, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the County, the Contractor hereby releases the County from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of the fully signed modification.

SPECIAL CONDITIONS

SC-14 PRICE LISTS/CATALOGS

For evaluation purposes, the bidder must submit with its bid at least three (3) current copies of the specified price lists/catalogs for each price list/catalog quoted on the Proposal Pages. The price lists/catalogs can be submitted in hard or soft copy format. Directing the County to refer to a website for a list of items in lieu of submitting with its bid at least three (3) current copies of the specified price lists/catalogs for each price list/catalog quoted on the Proposal Pages shall not be allowed.

Failure to furnish price lists/catalogs may be cause for rejection of the bid for being non-responsive to this requirement.

Before a Contract can be awarded, additional copies of the specified current manufacturer's or other accepted published price lists/catalogs indicated on the Proposal Pages may be requested for use by the Office of the Purchasing Agent, the Using Agencies, Comptrollers Office, and each participating department to facilitate audit of all invoices and purchase order releases off the Contract.

SC-15 BID DEPOSIT

In accordance with section IB-04 of the Instruction to Bidders of this Bid Proposal, a Bid Deposit in the amount of one percent (1%) of the total bid will be required and must accompany the Bid Proposal as Cash, Cashier's Check, Certified Check, Bank Draft or Surety Bond. Said deposit shall be made payable to the County of Cook.

SC-16 SAMPLES

The Bidder may be asked upon request of the Purchasing Agent to furnish and deliver as a sample, a carton of each item listed on the proposal page. All samples must be delivered F.O.B. Destination to an identified delivery location within five(5)business days of the request. Samples submitted must be identical to those specified in the proposal. Submission of other than the samples reflected in the Bidder's bid document referenced on the proposal page by the Bidder or failure to furnish said samples within the required time period shall be cause for disqualification of the bid.

SC-17 DELIVERY

Delivery shall be within three (3) days after Receipt of order(ARO). Purchase orders will be issued from time to time against the contract in such quantities as may be required by the Cook County Using Departments. These purchase orders will indicate quantities ordered for each item, number of units and cost per contract, shipping address and fund chargeable information. **Delivery addresses referencing office locations will be specified in the purchase order.**

SC-18 NOTIFICATION

Do not deliver until notified by Using Departments.

SC-19 INSIDE DELIVERY

Vendor is responsible for inside delivery to floor or room at the proper location as requested by the using agency. Inside delivery may require breakdown to smaller skids and/or removal of shrink-wrap, as directed by the using agency. It is the responsibility of the vendor to coordinate delivery procedure with the using department.

SPECIAL CONDITIONS

SC-20 COOK COUNTY DELIVERY LOCATIONS FOR GROUP A AND B

1. COOK COUNTY BLDG. 118 N. CLARK ST., CHICAGO, IL 60602
2. DALEY CENTER, 55 W. WASHINGTON ST., CHICAGO, IL 60602
3. COOK COUNTY WAREHOUSE, 2323 S. ROCKWELL ST., CHICAGO, IL 60608
4. SHERIFF'S HEADQUARTERS BLDG., 1401 S. MAYBROOK DR., MAYWOOD, IL 60153
5. DEPT. OF CORRECTIONS COMPLEX, 2650 S. CALIFORNIA AVE., CHICAGO, IL 60608
6. OFFICE OF THE MEDICAL EXAMINER, 2121 W. HARRISON ST., CHICAGO, IL 60612
7. OFFICE OF THE PUBLIC DEFENDER, 200 W. ADAMS ST., 5TH FL., CHICAGO, IL 60606
8. PUBLIC GUARDIAN OFFICE, 221 N. LASALLE ST., SUITE 1555, CHICAGO, IL 60606
9. PUBLIC GUARDIAN-WEST OFFICE, 1112 S. OAKLEY ST., CHICAGO, IL 60612
10. JUVENILE DETENTION COMPLEX AND COURT, 1100 S. HAMILTON AVE., CHICAGO, IL 60612
11. BRIDGEVIEW COURT BLDG., 10220 S. 76TH AVE., BRIDGEVIEW, IL 60455
12. OFFICE OF THE PUBLIC ADMINISTRATOR, 33 N. LASALLE ST., SUITE 2322, CHICAGO, IL 60602
13. VETERANS ASSISTANCE COMMISSION, 1311 MAYBROOK SQUARE DR, MAYWOOD, IL 60153
14. DEPARTMENT OF PUBLIC HEALTH, 1010 LAKE ST., OAK PARK, IL 60301
15. SHERIFF'S CHILD SUPPORT, 32 W. RANDOLPH ST., RM. 1650, CHICAGO, IL 60602
16. MAYWOOD COURT BLDG., 1500 S. MAYBROOK DR., MAYWOOD, IL 60153
17. CRIMINAL COURT BLDG., 1340 S. MICHIGAN AVE., CHICAGO, IL 60605
18. MARKHAM COURT BLDG., 16501 S. KEDZIE PKWY., MARKHAM, IL 60426
19. SKOKIE COURT BLDG., 5600 OLD ORCHARD RD., SKOKIE, IL 60077
20. ROLLING MEADOWS COURT BLDG., 2121 EUCLID AVE., ROLLING MEADOWS, IL 60008
21. OFFICE OF THE PUBLIC DEFENDER-JUVENILE, 2240 W. OGDEN AVE., CHICAGO, IL 60612

SPECIAL CONDITIONS

SC-20 COOK COUNTY DELIVERY LOCATIONS FOR GROUP A AND B (CONTINUED)

22. CLERK/SAO CHILD SUPPORT, 28 N. CLARK, CHICAGO, IL 60602
23. COOK COUNTY FACILITIES MANAGEMENT, 2245 W. OGDEN AVENUE, 5TH FLOOR WEST, CHICAGO, IL 60612
24. COOK COUNTY SHERIFF'S - EMERGENCY MANAGEMENT AGENCY, 1311 MAYBROOK DRIVE, ROOM 108, MAYWOOD, IL 60155
25. COOK COUNTY SHERIFF CHICAGO HIDTA, 230 S. DEARBORN, SUITE 2146, CHICAGO, IL 60604
26. 69 WEST WASHINGTON BLDG., CHICAGO, IL 60602
27. SHERIFF'S DCSI, 3026 S. CALIFORNIA, CHICAGO, IL 60608
28. FOREST PRESERVE DIST. MAINT. WAREHOUSE, 2199 S. 1ST AVE MAYWOOD, IL 60153
29. Hawthorne Warehouse, 4545 W. Cermak RD, Chicago, IL 60623

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 location shall be within the geographical boundaries of the County of Cook.

The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

SC-21 PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Any contract pursuant to these specifications will be in accordance with all ordinances and/or resolutions concerning cooperative governmental purchasing under joint purchase agreement approved by the City Council (Journal of Proceedings, City Council, Chicago April 20, 1964, page 2589 – 2590, by the Cook County Board of Commissioners on April 9, 1965).

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract. If such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Election, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

SPECIAL CONDITIONS

SC-22 24 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, IL 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.

Please type or print

CONTRACT NO.: 11-84-101

SPECIAL CONDITIONS

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

Date(s) of Delivery:	Time:
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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 checked="" 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:
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License Plate	No.:	State:
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Transport License	No.:
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SPECIFICATIONS

GENERAL SPECIFICATIONS FOR ALL ITEMS

THE FOLLOWING XEROGRAPHIC PAPER SHALL BE THE GRADE INDICATED. THESE GRADE LISTINGS CAN BE FOUND IN THE "COMPETITIVE GRADE FINDER" (CURRENT EDITION), PUBLISHED BY GRADE FINDERS, INC. 662 EXTON COMMONS, EXTON, PA 19341. THE FOLLOWING SPECIFICATIONS ARE MINIMUM, ANYTHING LESS WILL NOT BE CONSIDERED.

ALL ITEMS MUST COMPLY WITH THE APPLICABLE ASTM INTERNATIONAL (AMERICAN SOCIETY FOR TESTING AND MATERIALS) SPECIFICATION NO. D1968-02A OR LATEST REVISIONS THEREOF.

EACH REAM AND CARTON DELIVERED SHALL BE END-LABELED TO SHOW GRADE OR TRADE NAME, DIMENSION, COLOR, TYPE, GRAIN DIRECTION AND BASIS WEIGHT.

FOR ITEMS 1A THRU 144A, THE FOLLOWING SPECIFICATIONS APPLY:
SAME SPECIFICATIONS FOR ITEMS 1 THRU 144, BUT PRINTED ON PAPER PRODUCTS WHICH ARE BOTH RECYCLED AND PROCESSED CHLORINE-FREE. RECYCLED PAPER SHALL BE PROCESSED CHLORINE-FREE. "CHLORINE-FREE PAPER OR PAPER PRODUCTS" MEANS RECYCLED PAPER IN WHICH THE VIRGIN CONTENT IS UNBLEACHED OR BLEACHED WITHOUT CHLORINE OR CHLORINE DERIVATIVES, OR VIRGIN PAPER WHICH IS UNBLEACHED OR PROCESSED WITH A SEQUENCE THAT INCLUDES NO CHLORINE OR CHLORINE DERIVATIVES.

Insurance Requirements of the Vendor

Prior to the effective date of this Contract, the Vendor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Vendor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR ALL ITEMS (CONTINUED)

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 \$1,000,000 each Accident
 \$1,000,000 each Employee
 \$1,000,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

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

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

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Broad Form Blanket Contractual Liability;
- (d) Products/Completed Operations;
- (e) Employees included as additional insured;
- (f) Broad Form Property Damage Liability;
- (g) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

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

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR ALL ITEMS (CONTINUED)

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Vendor and Subvendors of any tier shall secure and maintain a limit of liability no less than:

- a. \$2,000,000 each occurrence for all liability
- b. \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

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

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Department of Risk Management at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor.

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

SPECIFICATIONS

Group A Section 1 : Recycled and/or Recycled/Processed Chlorine-free

Item No.	Item Description	Size	Weight	Color / Detail	Grade	Grain	Brightness	Opacity	Post Consumer Content	Unit of Measure	Quantity of Units
Example	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	WHITE	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	10,000
CORE 1 & 1A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	WHITE	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	65,412
CORE 2 & 2A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	WHITE, 3 HOLE PUNCHED	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	2,781
CORE 3 & 3A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	BLUE	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	764
CORE 4 & 4A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	CANARY	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	924
CORE 5 & 5A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	GREEN	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	295
CORE 6 & 6A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	ORCHID	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	411
CORE 7 & 7A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	PINK	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	946
CORE 8 & 8A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	SALMON	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	162
CORE 9 & 9A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	RED			92 MIN.		30% CTN	5,000	2
CORE 10 & 10A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	24 LB.	LIGHT PINK, 500 PER REAM					30% REAM	500	300
CORE 11 & 11A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	24 LB.	LIGHT COCKLE FINISH; 25% RAG BOND					30% BOX	5,000	80
CORE 12 & 12A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	WHITE 3-HOLE PRE-PUNCHED AND VELOBIND	SUPER PREMIUM	LONG	83.5 MIN.	88 MIN.	30% CTN	2,500	1,000
CORE 13 & 13A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 11"	20 LB.	LIGHT COCKLE FINISH; 25% RAG BOND	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	320
CORE 14 & 14A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 14"	20 LB.	WHITE	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	5,000	3,494
CORE 15 & 15A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 17"	20 LB.	WHITE	NO. 4	LONG	92 MIN.	89 MIN.	30% CTN	2,500	594
CORE 16 & 16A	XEROGRAPHIC PAPER - RECYCLED	8.5" x 17"	20 LB.	WHITE; 350 SHEETS PER REAM	NO. 4	LONG	92 MIN.	89 MIN.	100% CTN	2,500	600
CORE 17 & 17A	PAPER, ROLLS - RECYCLED	11" x 40"	50 LB.	3" CORE WHITE					10% ROLL		6
CORE 18 & 18A	PAPER, ROLLS - RECYCLED	17" x 40"	50 LB.	3" CORE WHITE OFFSET					30% ROLL		20
CORE 19 & 19A	PAPER, OFFSET - RECYCLED	11" x 17"	80 LB.	WHITE MATTE FINISH; XEROX IGEN 4 COLOR COMPATIBLE					10% BOX	2,000	520
CORE 20 & 20A	PAPER, OFFSET - RECYCLED	11" x 17"	10/133 LB.	WHITE D-GLOSS FINISH; XEROX IGEN 4 COLOR COMPATIBLE					10% BOX	1,000	260
CORE 21 & 21A	PAPER, OFFSET - RECYCLED	11" x 17"	70 LB.	WHITE OFFSET					30% BOX	2,500	160
CORE 22 & 22A	PAPER, OFFSET - RECYCLED	26" x 40"	65 LB.	ASTROBRIGHTS, RE-ENTRY RED, 500 SHEETS PER CARTON					30% CTN	5,000	18
CORE 23 & 23A	PAPER, OFFSET - RECYCLED	8.5" x 11"	80 LB.	BRIGHT WHITE COVER					30% BOX	2,000	320
CORE 24 & 24A	PAPER, OFFSET - RECYCLED	8.5" x 14"	20 LB.	CANARY					10% BOX	5,000	242
CORE 25 & 25A	PAPER, OFFSET - RECYCLED	8.5" x 14"	20 LB.	BUFF					30% BOX	5,000	200
CORE 26 & 26A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED BACK (CB) WHITE					30% BOX	5,000	240
CORE 27 & 27A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED FRONT AND BACK (CFB) PINK					30% BOX	5,000	40
CORE 28 & 28A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED FRONT AND BACK (CFB) CANARY					30% BOX	5,000	40
CORE 29 & 29A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED FRONT (CF) WHITE TAG					30% BOX	2,000	80
CORE 30 & 30A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED BACK (CB) CANARY (DIGITAL AND OFFSET COMPATIBLE)					30% BOX	5,000	40
CORE 31 & 31A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED BACK (CB) PINK (DIGITAL AND OFFSET COMPATIBLE)					30% BOX	5,000	40
CORE 32 & 32A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED BACK (CB) BLUE (DIGITAL AND OFFSET COMPATIBLE)					30% BOX	5,000	40
CORE 33 & 33A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED BACK (CB) GREEN (DIGITAL AND OFFSET COMPATIBLE)					30% BOX	5,000	40
CORE 34 & 34A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED BACK (CB) GOLDENROD (DIGITAL AND OFFSET COMPATIBLE)					30% BOX	5,000	40
CORE 35 & 35A	PAPER, NCR - RECYCLED	8.5" x 11"	20 LB.	(NCR TYPE) COATED FRONT AND BACK (CFB) WHITE (DIGITAL AND OFFSET COMPATIBLE)					30% BOX	5,000	240

Item No.	Item Description	Size	Weight	Color / Finish	Grade	Class	Dimensions	Quantity	Discount off list price	Unit Price	Net Price	Brand	Manufacturer	Quantity	Net Price																																																																																																																																																																																																																																																
129 & 129A	PAPER, OFFSET - RECYCLED	8.5" x 11"	20 lb.	BLUE				3,000	240	\$ 4,590	\$ 11,016	Wauson	30	\$ 4,590	\$ 11,016																																																																																																																																																																																																																																																
130 & 130A	PAPER, OFFSET - RECYCLED	8.5" x 11"	20 lb.	GREEN				5,000	240	\$ 4,590	\$ 11,016	Wauson	30	\$ 4,590	\$ 11,016																																																																																																																																																																																																																																																
131 & 131A	PAPER, OFFSET - RECYCLED	8.5" x 11"	20 lb.	PINK				5,000	200	\$ 4,590	\$ 9,180	Wauson	30	\$ 4,590	\$ 9,180																																																																																																																																																																																																																																																
132 & 132A	PAPER, INDEX COATED FRONT (CPI CALAMY)	8.5" x 11"	20 lb.	WHITE				5,000	40	\$ 4,690	\$ 1,876	Gishler	30	\$ 4,690	\$ 1,876																																																																																																																																																																																																																																																
133 & 133A	PAPER, INDEX COATED FRONT (CPI CALAMY)	8.5" x 11"	20 lb.	WHITE				5,000	40	\$ 4,690	\$ 1,876	Gishler	30	\$ 4,690	\$ 1,876																																																																																																																																																																																																																																																
134 & 134A	PAPER, INDEX - RECYCLED	11" x 17"	90 lb.	WHITE INDEX		SHORT		2,000	804	\$ 4,400	\$ 3,288	Wauson	30	\$ 4,400	\$ 3,288																																																																																																																																																																																																																																																
135 & 135A	PAPER, INDEX - RECYCLED	11" x 17"	90 lb.	GREEN INDEX				2,000	60	\$ 4,400	\$ 2,640	Wauson	30	\$ 4,400	\$ 2,640																																																																																																																																																																																																																																																
136 & 136A	PAPER, INDEX - RECYCLED	8.5" x 11"	90 lb.	BLUE INDEX				2,000	40	\$ 4,400	\$ 1,760	Wauson	30	\$ 4,400	\$ 1,760																																																																																																																																																																																																																																																
137 & 137A	PAPER, INDEX - RECYCLED	8.5" x 11"	90 lb.	CHERRY INDEX				2,000	180	\$ 3,700	\$ 3,920	Wauson	30	\$ 3,700	\$ 3,920																																																																																																																																																																																																																																																
138 & 138A	PAPER, INDEX - RECYCLED	8.5" x 11"	90 lb.	WHITE INDEX				2,000	180	\$ 4,400	\$ 7,920	Wauson	30	\$ 4,400	\$ 7,920																																																																																																																																																																																																																																																
139 & 139A	PAPER, CARBONLESS - RECYCLED	8.5" x 11"	90 lb.	CALAMY INDEX				2,000	300	\$ 11,200	\$ 35,280	Wauson	30	\$ 11,200	\$ 35,280																																																																																																																																																																																																																																																
140 & 140A	PAPER, RECYCLED	8.5" x 11"	20 lb.	5 PANTY 75 GSM REVERSE RECYCLED CARBONLESS (DIGITAL AND EXACT VELLUM BISTRO) PINK				250	600	\$ 3,800	\$ 2,280	Wauson	30	\$ 3,800	\$ 2,280																																																																																																																																																																																																																																																
141 & 141A	PAPER, RECYCLED	8.5" x 11"	24 lb.	RHE PARCHEMENT INVOY				500	28	\$ 6,500	\$ 221	Wauson	30	\$ 6,500	\$ 221																																																																																																																																																																																																																																																
142 & 142A	PAPER, RECYCLED	8.5" x 11"	65 lb.	MOCCIA RED				500	40	\$ 11,900	\$ 476	Wauson	30	\$ 11,900	\$ 476																																																																																																																																																																																																																																																
143 & 143A	PAPER, RECYCLED	8.5" x 11"	65 lb.	SOLAR YELLOW				500	40	\$ 11,900	\$ 476	Wauson	30	\$ 11,900	\$ 476																																																																																																																																																																																																																																																
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CHLORIDE LEAF WRITING, CLEAN, SMOOTH		LONG		300	200	\$ 15,600	\$ 5,120	Wauson	30	\$ 15,600	\$ 5,120	2	PAPER, PHOTO	8.5" x 11"	24 lb.	PHOTO PAPER, WHITE, MATTE				50	6	\$ 18,200	\$ 3,138	Wauson	30	\$ 18,200	\$ 3,138	3	PAPER, PHOTO	8.5" x 11"	24 lb.	PHOTO PAPER, PREMIUM PLUS, WHITE, MATTE				50	20	\$ 20,500	\$ 158	Wauson	30	\$ 20,500	\$ 158	4	PAPER, PHOTO	8.5" x 11"	24 lb.	PHOTO PAPER, ADVANCED, SATIN, MATTE, WHITE				25	6	\$ 43,500	\$ 878	Wauson	30	\$ 43,500	\$ 878	5	PAPER, PHOTO	8.5" x 11"	11.5 MIL	PHOTO PAPER, PREMIUM PLUS, HIGH GLOSS				20	5	\$ 20,450	\$ 2,045	Wauson	30	\$ 20,450	\$ 2,045	6	PAPER, PHOTO	8.5" x 11"	69 lb.	PHOTO PAPER, DIGITAL, 100/115, ACID-FREE				20	80	\$ 13,650	\$ 920	Wauson	30	\$ 13,650	\$ 920	7	PAPER, PHOTO	8.5" x 11"	28 lb.	PHOTO PAPER, PREMIUM PLUS, HIGH GLOSS				20	3	\$ 19,800	\$ 566	Wauson	30	\$ 19,800	\$ 566	8	PAPER, PHOTO	4" x 6"	11.5 MIL	PHOTO PAPER, PREMIUM PLUS, HIGH GLOSS				20	3	\$ 19,800	\$ 566	Wauson	30	\$ 19,800	\$ 566	9	PAPER, PHOTO	4" x 6"	66 lb.	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PROPOSAL

BIDDER: _____

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 No. 11-84-101 for PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC. for VARIOUS COOK COUNTY AGENCIES, 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.

Please refer to Exhibit 1 for the Pricing Proposal. This is a fillable Excel spreadsheet. Bidders must submit one (1) hard copy of Exhibit 1 and one (1) electronic version on CD. The Basis of Award is stated in SC - 04.

1. Bidders must bid on all line items in Group A, Recycled and/or Recycled/Processed Chlorine-Free paper products.

Section 1 Standard Bids:

NOT ACCEPTED

Group A, Recycled Paper Grand Total: \$ ~~3,452,949~~ 3,652,948.76 BAP

ACCEPTED

Group A, Recycled/Processed Chlorine-Free Paper Grand Total: \$ ~~3,452,949~~ 3,652,948.76 BAP

Section 2 Alternative Bids:

Group A, Recycled Paper Grand Total: \$ NA **NOT ACCEPTED**

Group A, Recycled/Processed Chlorine-Free Paper Grand Total: \$ NA **NOT ACCEPTED**

2. Bidders must bid all line items in Group B, Virgin Paper Only

Group B, Virgin Paper Grand Total: \$ 203,174 **ACCEPTED**

3. Bidders must bid all line items in Group C. City of Chicago - Recycled & Virgin Paper

Group C. City of Chicago-Recycled & Virgin Paper Grand Total:\$ **NOT ACCEPTED**

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

Addendum No. <u>1</u>	Date: <u>8-24</u>
Addendum No. <u>2</u>	Date: <u>8-31</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

**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	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

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

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 Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Dresden Printing

Address: 340 E Randolph

E-mail: Green - norma @ hot mail . com

Contact Person: Norma Green Phone: 312 614 8422

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 10% _____ %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: Montenegro Paper - Bidder -

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.

***Additionally, 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 five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Dresden Printing

Contract #: _____

Address: 360 E. Randolph St. - Suite 1104

City/State/ Zip: Chicago, IL 60601 7333

Contact Person: Norma Green

Phone: 312-616-8422 Fax: 312-616-8423

Certification Expiration Date: 11/14/11

Race/Gender: White/Woman Owned (WBE)

Email: green_norma@hotmail.com (Underscore, not a dash between green, norma)

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation.

Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Paper

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

10%

Terms: Net 30

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

Norma R. Green
Signature (M/WBE)

Edgar R. Enciso
Signature (Prime Bidder/Proposer)

Norma R. Green (Dresden Printing)
Print Name

Edgar R. Enciso
Print Name

Dresden Printing
Firm Name

Montenegro Paper
Firm Name

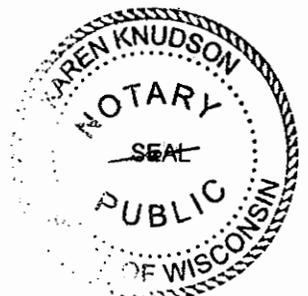
8/26/11
Date

August 26, 2011
Date

Subscribed and sworn before me this 26 day of August, 2011.

Notary Public Karen Knudson

My commission expires 2-9-2014



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

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

November 9, 2010

Ms. Norma Green, Owner
Dresden Printing
360 E. Randolph Street, Suite 1104
Chicago, IL 60601

Certification Expires: November 14, 2011

Dear Ms. Green:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **November 14, 2011**.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days** prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

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

Printing; Distribution; Management Services; Typesetting

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

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

Sincerely,

Betty Hancock Perry
Director

BHP/lar



THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
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		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

July 13, 2011

Mr. Edgar Enciso, President
Montenegro Paper
400 W. Lake Street, Suite 220
Roselle, IL 60172

Certification Expires: July 13, 2012

Dear Mr. Enciso:

Congratulations on your continued eligibility for Certification as a **MBE (9)** by Cook County Government. This **MBE (9)** Certification is valid until **July 13, 2012**.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days** prior to the date of expiration. **Please include the non-refundable fee of \$100.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE (9)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Supplies: Distributor of Commercial Printing Paper, Envelopes and Packaging Materials

Your firm's participation on Cook County contracts will be credited toward **MBE (9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (9)** goals will be given only for work done in the specialty category.

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

Sincerely,

LaVerne Hall
Director
LH/ek





CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

MONTENEGRO PAPER, LTD.

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

****NAICS Codes: 322121, 322122, 322211, 322231, 424110, 424120**

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

11/30/2010

Issued Date

CH2209

Certificate Number

11/30/2011

Expiration Date

Sulea E. Hill Morgan
President, NMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate

by logging in at: <http://www.nmsdc.org>



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

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

- (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) Used 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) Cook County Works Department;
- 4) Sheriffs Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address

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

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

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

Yes: _____ No: X

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

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

Yes: _____ No: X

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

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

_____ Applicant has no "Substantial Owner."

OR:

 X The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Montenegro D/B/A: _____ EIN NO.: 36-4113264

Street Address: 400 W. Lake St # 220

City: Roselle State: IL Zip Code: 60172

Phone No.: 630-894-0350

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Edgar Enciso	271 E. Railroad #103, Bartlett IL 60103	51%
Irma Bates	510 N. Clearwater St, Roselle, IL 60172	49%

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.

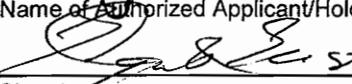
Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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.

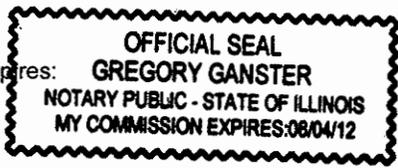
Edgar R. Enciso
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
ede@montenegropaper.com
 E-mail address

President
 Title
09-06-2011
 Date
630-894-0350
 Phone Number

Subscribed to and sworn before me this 6th day of SEPT, 2011.

X 
 Notary Public Signature

My commission expires: 8-14-12



Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Ed Enciso Title: President

Business Entity Name: Montenegro Paper Phone: 630-894-0350

Business Entity Address: 400 W. Lake St. #220, Roselle, IL 60172

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

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

[Signature]
Owner/Employee's Signature Date 10/19/11

Subscribe and sworn before me this 19 Day of October, 2011

a Notary Public in and for [Signature] County
(Signature)



NOTARY PUBLIC SEAL

My Commission expires 01/16/2015

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

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

**SIGNATURE BY A 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: Montenegro Paper
BUSINESS ADDRESS: 400 W. Lake St.
Roselle, IL 60172
BUSINESS TELEPHONE: 630-894-0350 FAX NUMBER: 630-894-0095
CONTACT PERSON: Irma Bates
FEIN: 36-4113264 *IL CORPORATE FILE NUMBER: 3186-7049

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Edgar Enciso VICE PRESIDENT: Irma Bates
SECRETARY: Irma Bates TREASURER: Edgar Enciso
**SIGNATURE OF PRESIDENT: *Edgar Enciso*
ATTEST: *Irma V. Bates* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
6TH day of SEPT, 2011.

X *Gregory Ganster*
Notary Public Signature

My commission expires:
8-4-12
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.

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 Preechumala

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz Corp

COOK COUNTY PURCHASING AGENT

John Kelly

COOK COUNTY COMPTROLLER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 2nd DAY OF December, 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

11-84-101

OR

ITEM(S), SECTION(S), PART(S): SECTION 1 STANDARD BIDS - GROUP A RECYCLED/
PROCESSED CHLORINE - FREE \$3,652,948.76.

GROUP B VIRGIN BIP: \$203,174.00

TOTAL AMOUNT OF CONTRACT: \$. \$ 3,856,122.76
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 01 2011

COM _____

APPROVED AS TO FORM:

Julia C. [Signature]

ASSISTANT STATE'S ATTORNEY

BID DEPOSIT FORM

AS REQUIRED BY INSTRUCTIONS TO BIDDERS/AND IN
CONJUNCTION WITH THE BID HEREWITH SUBMITTED

(THIS FORM MUST BE SUBMITTED WITH THE BID)

TO: County of Cook

BID FOR: PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC.

BID DOCUMENT NUMBER: 11-84-101 BID OPENING DATE: SEPTEMBER 9, 2011

We deposit (subject to all conditions of said proposal) the
following described deposit check:

Cashier's Check Bank Draft Other _____

Drawn on: Harris Bank of: Roselle, IL
BANK CITY STATE

Draft or Check Number: 62175352 Dated: 9-8-11

Amount: \$ 34,530⁰⁰

Submitted by: Montenegro Paper
BIDDER'S NAME

400 W. Lake St, #220
STREET ADDRESS

Roselle IL 60172
CITY STATE ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

1. () HELD _____ DATE: _____
2. () MAILED _____ DATE: _____
3. () DELIVERED TO: _____ DATE: _____
4. () BOND SUBSTITUTED: _____ DATE: _____
5. () BOND MAILED TO: _____ DATE: _____

TONI PRECKWINKLE
PRESIDENT



MARIA DE LOURDES COSS
PURCHASING AGENT

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

ADDENDUM NO. 1

DATE: AUGUST 25, 2011

PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC.
FOR
VARIOUS COOK COUNTY AGENCIES

CONTRACT NO. 11-84-101

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. GENERAL: THIS ADDENDUM REVISES BID DOCUMENTS. THIS ADDENDUM IS ISSUED TO BIDDERS OF RECORD PRIOR TO EXECUTION OF CONTRACT, AND FORMS A PART OF CONTRACT DOCUMENTS AND MODIFIES PREVIOUSLY ISSUED DOCUMENTS. INSOFAR AS PREVIOUSLY ISSUED CONTRACT DOCUMENTS ARE INCONSISTENT WITH MODIFICATIONS INDICATED BY THIS ADDENDUM, MODIFICATIONS INDICATED BY THIS ADDENDUM SHALL GOVERN. WHERE ANY PART OF THE CONTRACT DOCUMENTS ARE MODIFIED BY THIS ADDENDUM, ALL UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.
- B. BID FORM: ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN SPACE PROVIDED ON BID FORM ON THE PROPOSAL PAGE. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.
- C. ATTACHMENTS: THE ADDENDUM INCLUDES ATTACHMENTS DESCRIBED IN THIS ADDENDUM. ONE COPY OF EACH ATTACHMENT IS ISSUED WITH THIS ADDENDUM, UNLESS OTHERWISE INDICATED. CHECK RECEIPT OF ATTACHMENTS ISSUED WITH THIS ADDENDUM.
- D. FILING: INSERT ATTACHMENTS IN RESPECTIVE CONTRACT DOCUMENT IN CORRECT SEQUENCE AND LOCATION. REVISE SPECIFICATION CONTENTS AND DRAWING LIST TO REFLECT MODIFICATIONS OF THE ADDENDUM, AS APPLICABLE.

Contract No. 11-84-101 - Addendum No. 1.

Page Two

E. Question:

Question 1: Items 96 & 97 require custom manufacturing. Can I pick up a sample or have one mailed?

Answer: Yes. Samples of Item 96 & Item 97 may be picked up at County of Cook, The Office of the Purchasing Agent, 118 N. Clark St., Room 1018, Chicago, IL 60602. To set up an appointment to pick up samples or to have the samples mailed, contact Barbie Flock at 312-603-6828 or email at barbie.flock@cookcountyil.gov.

F. Changes:

ITEM NO. 1 – SPECIAL CONDITIONS PAGES SC-1, SC-2, SC-7, SC-8, AND SC-9

CHANGE FROM: REMOVE THE SPECIAL CONDITIONS PAGE SC-1, SC-2, SC-7, SC-8, AND SC-9.

CHANGE TO: INSERT THE ATTACHED SPECIAL CONDITIONS PAGE SC-1A, SC-2A, SC-7A, SC-8A, AND SC-9.

ITEM NO. 3 – SPECIFICATIONS PAGE S-6

CHANGE FROM: REMOVE THE SPECIFICATIONS PAGE S-6.

CHANGE TO: INSERT THE ATTACHED SPECIFICATIONS PAGE S-6A.

ITEM NO. 4 – PROPOSAL PAGE P-1

CHANGE FROM: REMOVE THE PROPOSAL PAGE P-1.

CHANGE TO: INSERT THE ATTACHED PROPOSAL PAGE P-1A.

ITEM NO. 5 – EXHIBIT 1, SECTION 1 STANDARD BID – PROPOSAL PAGES 1 THRU 4

CHANGE FROM: REMOVE THE EXHIBIT 1, SECTION 1 STANDARD BID – PROPOSAL

CHANGE TO: INSERT THE ATTACHED EXHIBIT 1A, SECTION 1 STANDARD BID – PROPOSAL. THE NEW PRICING PROPOSAL ADDS GROUP C FOR THE CITY OF CHICAGO.

Contract No. 11-84-101 - Addendum No. 1.
Page Three

ITEM NO. 6 – EXHIBIT 2, CITY OF CHICAGO’S CONTRACT

CHANGE TO: INSERT THE ATTACHED EXHIBIT 2, CITY
 OF CHICAGO’S CONTRACT AFTER COOK
 COUNTY’S ECONOMIC DISCLOSURE STATEMENT AND
 EXECUTION DOCUMENT PAGE EDS-16.

G. Pre-Bid Conference Attendees List is Attached

ORIGINATED BY:
BARB FLOCK, CPPB
SPECIFICATIONS ENGINEER


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

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC. for VARIOUS COOK COUNTY AGENCIES, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract for twenty-four (24) months with three (3) one-year renewal options effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the first twenty-four (24) months of the Contract.

SC-03 COOK COUNTY RECYCLED PRODUCTS PROCUREMENT POLICY

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 12

If the lowest offered price for the paper product which is both recycled and chlorine-free is not more than five percent(5%)higher than the lowest offered price for that same designated product that is recycled, the offered price for the paper product which is both recycled and chlorine-free shall be considered the low bid, if such Bidder is otherwise responsive and responsible.

Each Contractor supplying recycled paper product shall provide acceptable certification from all product manufacturers that the products being supplied meet or surpass County minimum content standards. Minimum content standards shall be consistent with standards presently promulgated by the U.S. Environmental Protection Agency.

Any recycled products purchased for the County shall bear the recycling insignia or the phrase "Recycled Paper". Any paper products which are both recycled and chlorine-free, shall also bear the processed chlorine-free insignia or the phrase "Processed Chlorine-Free".

SC-04 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid for Sections 1 or 2 Group A – Recycled and/or Recycled/Processed Chlorine-Free and Section I Group B- Virgin Paper. There will be one award per Group. All line items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive.

Group A – Basis of Award for Cook County

This contract will be awarded by Group.

Group A ***is for Cook County and*** will consist of Section 1 - Standard Bid and Section 2 - Alternate Bid. For Group A Sections 1 and 2, bidders may bid recycled paper products and/or recycled/processed chlorine-free paper products. In order to determine the lowest responsive and responsible bidder for Group A – Recycled Paper and/ or Recycled/Processed Chlorine-Free Paper, the total bid for Sections 1 and 2 and Recycled Paper and Recycled/Processed Chlorine-Free Paper will be evaluated. In order to be responsive Group A, bidders must bid all line items for Group A, Section 1, Recycled Paper and/or Recycled/Processed Chlorine-Free Paper as a Standard Bid in the manner described in the Proposal pages for all 144 line items.

SPECIAL CONDITIONS

SC-04 AWARD OF CONTRACT (CONTINUED)

Group A – Basis of Award for Cook County (Continued)

Bidders may also submit an optional Alternate Bid for Group A, Section 2, Recycled Paper and/or Recycled/Processed Chlorine-Free Paper. In order to be responsive for the alternate bid in Section 2, bidders must bid the core items # 1 – 103 and item # 144 to standard form with no changes or alterations in product or quantities. The Non-Core items as defined in Section 1 may be combined and grouped in a manner that allows for cost savings and economies of scale while fulfilling all Cook County requirements.

When filling out the Alternative Bid in Section 2, bidders must list which Non-Core Item #'s from Section 1 they are proposing to combine under one paper specification. All Non-Core Item #'s listed in Section 1 must be addressed in Section 2. The "NEW Quantity of Units" column must sum up to the combined "Quantity of Units" for each Non-Core Item # being consolidated from Section 1. The alternative bid ending quantities must equal the estimated quantities provided in Section 1 – Standard Bid while consolidating the Non-Core number of specifications. Bidders may bid either Recycled and/or Recycled/Processed Chlorine-Free for Group A, Section 2.

If a bid in Group A, Section 1 or 2, for Recycled Paper has the lowest bid price, then Cook County will add 5% to the total bid and that price will become the baseline for evaluation purposes. If there is a bid in Group A, Section 1 or 2 that falls within the 5% tolerance of the baseline for Recycled/Processed Chlorine-Free Paper, then that low bidder in Group A, for Recycled/Processed Chlorine-Free Paper will be evaluated. If the bid for Group A, Recycled/Processed Chlorine-Free Paper meets the criteria and is responsive and responsible, then it shall be awarded.

If a bid for Group A, Section 1 or 2, for Recycled Paper has the lowest bid, and there is not a bid in Group A, Section 1 or 2, for Recycled/Processed Chlorine-Free Paper that falls within the 5% tolerance of the baseline, then the lowest responsive and responsible bid for Recycled Paper from Section 1 or 2 shall be awarded.

If a bid for Group A, Section 2 has the lowest price and it is the lowest responsive and responsible bid, then it shall be awarded.

For Group A, bidders may submit bids for Section 1 or Section 2. Bidders must bid all lines for consideration.

Group B – Basis of Award for Cook County

For Group B **will be for Cook County. It is for** – Virgin Paper. the **The** bid will be awarded to the lowest responsive and responsible bidder that meets the requirements and criteria set forth in the Request.

Group C – Basis of Award for the City of Chicago

Group C is for the - City of Chicago – Recycled & Virgin Paper. The bid will be awarded to the lowest responsive and responsible bidder that meets the requirements and criteria set forth in the Request. Bidders are required to complete a separate contract with the City of Chicago and adhere to the rules and regulations administered by the City of Chicago's Department of Procurement Services. Please refer to Exhibit 2 for the City of Chicago's contract.

SPECIAL CONDITIONS

SC-20 COOK COUNTY DELIVERY LOCATIONS FOR GROUP A AND B

1. COOK COUNTY BLDG. 118 N. CLARK ST., CHICAGO, IL 60602
2. DALEY CENTER, 55 W. WASHINGTON ST., CHICAGO, IL 60602
3. COOK COUNTY WAREHOUSE, 2323 S. ROCKWELL ST., CHICAGO, IL 60608
4. SHERIFF'S HEADQUARTERS BLDG., 1401 S. MAYBROOK DR., MAYWOOD, IL 60153
5. DEPT. OF CORRECTIONS COMPLEX, 2650 S. CALIFORNIA AVE., CHICAGO, IL 60608
6. OFFICE OF THE MEDICAL EXAMINER, 2121 W. HARRISON ST., CHICAGO, IL 60612
7. OFFICE OF THE PUBLIC DEFENDER, 200 W. ADAMS ST., 5TH FL., CHICAGO, IL 60606
8. PUBLIC GUARDIAN OFFICE, 221 N. LASALLE ST., SUITE 1555, CHICAGO, IL 60606
9. PUBLIC GUARDIAN-WEST OFFICE, 1112 S. OAKLEY ST., CHICAGO, IL 60612
10. JUVENILE DETENTION COMPLEX AND COURT, 1100 S. HAMILTON AVE., CHICAGO, IL 60612
11. BRIDGEVIEW COURT BLDG., 10220 S. 76TH AVE., BRIDGEVIEW, IL 60455
12. OFFICE OF THE PUBLIC ADMINISTRATOR, 33 N. LASALLE ST., SUITE 2322, CHICAGO, IL 60602
13. VETERANS ASSISTANCE COMMISSION, 1311 MAYBROOK SQUARE DR, MAYWOOD, IL 60153
14. DEPARTMENT OF PUBLIC HEALTH, 1010 LAKE ST., OAK PARK, IL 60301
15. SHERIFF'S CHILD SUPPORT, 32 W. RANDOLPH ST., RM. 1650, CHICAGO, IL 60602
16. MAYWOOD COURT BLDG., 1500 S. MAYBROOK DR., MAYWOOD, IL 60153
17. CRIMINAL COURT BLDG., 1340 S. MICHIGAN AVE., CHICAGO, IL 60605
18. MARKHAM COURT BLDG., 16501 S. KEDZIE PKWY., MARKHAM, IL 60426
19. SKOKIE COURT BLDG., 5600 OLD ORCHARD RD., SKOKIE, IL 60077
20. ROLLING MEADOWS COURT BLDG., 2121 EUCLID AVE., ROLLING MEADOWS, IL 60008
21. OFFICE OF THE PUBLIC DEFENDER-JUVENILE, 2240 W. OGDEN AVE., CHICAGO, IL 60612

SPECIAL CONDITIONS

SC-20 COOK COUNTY DELIVERY LOCATIONS FOR GROUP A AND B (CONTINUED)

22. CLERK/SAO CHILD SUPPORT, 28 N. CLARK, CHICAGO, IL 60602
23. COOK COUNTY FACILITIES MANAGEMENT, 2245 W. OGDEN AVENUE, 5TH FLOOR WEST, CHICAGO, IL 60612
24. COOK COUNTY SHERIFF'S - EMERGENCY MANAGEMENT AGENCY, 1311 MAYBROOK DRIVE, ROOM 108, MAYWOOD, IL 60155
25. COOK COUNTY SHERIFF CHICAGO HIDTA, 230 S. DEARBORN, SUITE 2146, CHICAGO, IL 60604
26. 69 WEST WASHINGTON BLDG., CHICAGO, IL 60602
27. SHERIFF'S DCSI, 3026 S. CALIFORNIA, CHICAGO, IL 60608
28. FOREST PRESERVE DIST. MAINT. WAREHOUSE, 2199 S. 1ST AVE MAYWOOD, IL 60153
29. Hawthorne Warehouse, 4545 W. Cermak RD, Chicago, IL 60623

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 location shall be within the geographical boundaries of the County of Cook.

The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

SC-21 PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Any contract pursuant to these specifications will be in accordance with all ordinances and/or resolutions concerning cooperative governmental purchasing under joint purchase agreement approved by the City Council (Journal of Proceedings, City Council, Chicago April 20, 1964, page 2589 – 2590, by the Cook County Board of Commissioners on April 9, 1965).

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract. If such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Election, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

SPECIAL CONDITIONS

SC-22 24 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, IL 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.

SPECIFICATIONS

Item No.	Material Description	Color	Weight	Dimensions	Notes	Quantity	Unit	Price
71 & 71A	PAPER, CARBONLESS - RECYCLED		20 LB.	8.5" x 14"	3 PART, 75 GSM REVERSE PRECOLLATED; CARBONLESS (DIGITAL AND OFFSET COMPATIBLE)		30% BOX	1667 (SETS)
72 & 72A	PAPER, CARBONLESS - RECYCLED		20 LB.	8.5" x 14"	REVERSE COLLATED; CARBONLESS PAPER; 2 PART; CANARY AND WHITE		30% CTN	5,000
73 & 73A	PAPER, CARBONLESS - RECYCLED		20 LB.	8.5" x 14"	REVERSE COLLATED; CARBONLESS PAPER; 4 PART; GOLD, PINK, CANARY AND WHITE		30% CTN	5000 (1250 SETS)
74 & 74A	PAPER, CARBONLESS - RECYCLED		20 LB.	8.5" x 14"	4 PART-REVERSE PRECOLLATED; CARBONLESS (DIGITAL AND OFFSET COMPATIBLE)		30% BOX	1250 (SETS)
75 & 75A	PAPER, CARBONLESS - RECYCLED		20 LB.	8.5" x 14"	5 PART; REVERSE PRECOLLATED; CARBONLESS (DIGITAL AND OFFSET COMPATIBLE)		30% BOX	1000 (SETS)
76 & 76A	PAPER - RECYCLED		20 LB.	11" x 17"	3 HOLE PUNCH 279 X432 MM B5 70 104 G/M2 27.56M	LONG	10% REAM	500
77 & 77A	PAPER - RECYCLED		20 LB.	11" x 17"	BLUE		30% BOX	2,500
78 & 78A	PAPER - RECYCLED		20 LB.	11" x 17"	GREEN		30% BOX	2,500
79 & 79A	PAPER - RECYCLED		80 LB.	12" x 18"	WHITE MATTE FINISH		10% BOX	2,000
80 & 80A	PAPER - RECYCLED		10/133 LB.	12" x 18"	WHITE C1-S GLOSS FINISH		10% BOX	1,000
81 & 81A	PAPER - RECYCLED		10/133 LB.	12" x 18"	WHITE C2-S GLOSS FINISH		10% BOX	1,000
82 & 82A	PAPER - RECYCLED		24 LB.	8.5" x 11"	WHITE EXTRA BRIGHT	98	10% REAM	500
83 & 83A	PAPER - RECYCLED		67 LB.	8.5" x 11"	EXACT VELLUM BRISTOL; BLUE	92 MIN.	10% PACK	250
84 & 84A	PAPER - RECYCLED		67 LB.	8.5" x 11"	EXACT VELLUM BRISTOL; WHITE		10% PACK	250
85 & 85A	PAPER - RECYCLED		65 LB.	8.5" x 11"	LUNAR BLUE		10% CTN	5,000
86 & 86A	PAPER - RECYCLED		65 LB.	8.5" x 11"	GAMMA GREEN		10% CTN	5,000
87 & 87A	PAPER - RECYCLED		65 LB.	8.5" x 11"	RE-ENTRY RED		10% CTN	5,000
88 & 88A	PAPER - RECYCLED		65 LB.	8.5" x 11"	GALAXY GOLD		10% CTN	5,000
89 & 89A	PAPER - RECYCLED		65 LB.	8.5" x 11"	PULSAR PINK		10% CTN	5,000
90 & 90A	PAPER - RECYCLED		65 LB.	8.5" x 11"	COSMIC ORANGE		10% CTN	5,000
91 & 91A	PAPER - RECYCLED		65 LB.	8.5" x 11"	PLANETARY PURPLE		10% CTN	5,000
92 & 92A	PAPER - RECYCLED		65 LB.	8.5" x 11"	FIREBALL FUSCHIA		10% CTN	5,000
93 & 93A	PAPER - RECYCLED		24 LB.	8.5" x 11"	PINK		10% REAM	500
94 & 94A	PAPER - RECYCLED		24 LB.	8.5" x 11"	GREEN		10% REAM	500
95 & 95A	PAPER - RECYCLED		24 LB.	8.5" x 11"	CANARY		10% REAM	500
96 & 96A	PAPER - RECYCLED		24 LB.	8.5" x 11"	PEACH WITH PERFORATION; PERFORATION RUNS THE FULL 8.5" LENGTH, 4-11/16" FROM THE TOP.		10% REAM	500
97 & 97A	PAPER - RECYCLED		24 LB.	8.5" x 11"	WHITE WITH PERFORATION 3 FOLD; BOTH PERFORATIONS RUN THE FULL 8.5" LENGTH, FIRST PERFORATION IS 3-5/8" FROM THE BOTTOM, 2ND PERFORATION IS 7-5/16" FROM THE BOTTOM.		10% REAM	500
98 & 98A	PAPER - RECYCLED		32 LB.	8.5" x 11"	COLOR LASER GLOSS	94	10% REAM	300
99 & 99A	PAPER - RECYCLED		80 LB.	8.5" x 11"	NATURAL WHITE SMOOTH COVER		30% BOX	2,000
100 & 100A	PAPER - RECYCLED		20 LB.	8.5" x 14"	PINK		30% BOX	5,000
101 & 101A	PAPER - RECYCLED		20 LB.	8.5" x 14"	SALMON		30% BOX	5,000
102 & 102A	PAPER - RECYCLED		20 LB.	8.5" x 14"	GOLDENROD		30% BOX	5,000
103 & 103A	PAPER - RECYCLED		20 LB.	8.5" x 14"	IVORY		30% BOX	5,000
104 & 104A	XEROGRAPHIC PAPER - RECYCLED		20 LB.	8.5" x 11"	BUFF	NO. 4	30% CTN	5,000
105 & 105A	XEROGRAPHIC PAPER - RECYCLED		20 LB.	8.5" x 11"	CHERRY	NO. 4	30% CTN	5,000
106 & 106A	XEROGRAPHIC PAPER - RECYCLED		20 LB.	8.5" x 11"	GOLDENROD	NO. 4	30% CTN	5,000
107 & 107A	XEROGRAPHIC PAPER - RECYCLED		20 LB.	8.5" x 11"	GRAY	NO. 4	30% CTN	5,000
108 & 108A	XEROGRAPHIC PAPER - RECYCLED		20 LB.	8.5" x 11"	IVORY	NO. 4	30% CTN	5,000
109 & 109A	XEROGRAPHIC PAPER - RECYCLED		20 LB.	8.5" x 11"	LAVENTAR	NO. 4	30% CTN	5,000
110 & 110A	XEROGRAPHIC PAPER - RECYCLED		20 LB.	8.5" x 11"	TAN	NO. 4	30% CTN	5,000

PROPOSAL

BIDDER: _____

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 No. 11-84-101 for PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC. for VARIOUS COOK COUNTY AGENCIES, 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.

Please refer to Exhibit 1 for the Pricing Proposal. This is a fillable Excel spreadsheet. Bidders must submit one (1) hard copy of Exhibit 1 and one (1) electronic version on CD. The Basis of Award is stated in SC - 04.

1. Bidders must bid on all line items in Group A, Recycled and/or Recycled/Processed Chlorine-Free paper products.

Section 1 Standard Bids:

Group A, Recycled Paper Grand Total: \$ _____

Group A, Recycled/Processed Chlorine-Free Paper Grand Total: \$ _____

Section 2 Alternative Bids:

Group A, Recycled Paper Grand Total: \$ _____

Group A, Recycled/Processed Chlorine-Free Paper Grand Total: \$ _____

2. Bidders must bid all line items in Group B, Virgin Paper Only

Group B, Virgin Paper Grand Total: \$ _____

3. **Bidders must bid all line items in Group C. City of Chicago – Recycled & Virgin Paper**

Group C. City of Chicago–Recycled & Virgin Paper Grand Total:\$ _____

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

Addendum No. _____

Date: _____

EXHIBIT 2, CITY OF CHICAGO'S CONTRACT

VENDOR NO: _____

CONTRACT (PO) NO: _____

SPECIFICATION NO.: _____

XEROGRAPHIC PAPER

CONTRACT PERIOD: TWENTY-FOUR (24) MONTHS

STARTING: _____ **THROUGH:** _____

REQUIRED FOR USE BY CITY OF CHICAGO

VARIOUS CITY DEPARTMENTS

Fund Number: 011-0740-0854045-0350-220350(Various)

Information: Stacy Stewart, Buyer
Phone: (312) 744-2681, **Fax:** (312) 744-7679
e-mail: sstewart@cityofchicago.org

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE

All signatures to be sworn to before a Notary Public

Issued by:

City of Chicago
Department of Procurement Services
Commodities Unit
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Bid must be submitted in sealed envelope(s) or packages(s). The outside of the envelope or package must clearly indicate the name of the project, "XEROGRAPHIC PAPER" the specification number "_____" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Rahm Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

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1. DEFINITIONS

Wherever applicable in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used, the interpretation and meaning shall be interpreted as follows:

"Attachments"	means all exhibits attached hereto and/or incorporated by reference herein;
"Business Day"	means business days (Monday through Friday, excluding Holidays) in accordance with the City of Chicago business calendar;
"Calendar Day"	means calendar days (Sunday through Saturday) in accordance with the world-wide accepted calendar;
"Chief Procurement Officer"	refers to the Chief Executive of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
"City"	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
"Commissioner"	refers to the Chief Executive of the Various City of Chicago Departments, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
"Contact Person"	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
"Contract"	means this Contract for Xerographic Paper, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
"Contractor"	refers to the person, firm, entity or corporation who is awarded this Contract;
"Contract Documents"	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
"Deliverables"	means any Xerographic Paper, documents, reports, information, etc. to be provided by the Contractor to the City;
"Delivery Location"	refers to the location where the product or service is to be provided by the Contractor;
"Department"	means the Various Departments of the City of Chicago;

- "Director"** refers to the Chief Executive of the Various City of Chicago Departments, for the City of Chicago, and any representative duly authorized in writing to act on the Director's behalf;
- "Holidays"** means the following days in accordance with the City of Chicago; New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;
- "Proposal"** as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
- "Reporting Formats"** means the appearance in which a report is submitted by the Contractor to the City;
- "Services"** means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
- "Subcontractor"** means any person or entity with whom the Contractor contracts to provide any part of the Work, including Subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;
- "Superintendent"** refers to the Chief Executive of the Chicago Police Department, for the City of Chicago, and any representative duly authorized in writing to act on the Superintendent's behalf;

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Commissioner or Chief Procurement Officer are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Commissioner or Chief Procurement Officer. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Commissioner. The Commissioner's judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

2. GENERAL CONDITIONS

Sealed bids will be received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

2.1. DOWNLOADABLE DOCUMENT

Bidder that downloads a bid solicitation from the City of Chicago's website: www.cityofchicago.org/procurement, instead of obtaining the hard copy bid solicitation from the City of Chicago's Bid and Bond Room, is responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The City will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid or proposal.

Note: Multiple clarifications and/or addenda may be issued which the bidder is responsible for obtaining.

If the bid solicitation was downloaded from the City of Chicago's website instead of picking up a hard copy from the City of Chicago's Bid and Bond Room, the bidder **MUST** contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at (312) 744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at (312) 744-5611 to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

2.2. BID DEPOSIT

Bid deposit will be required for all competitive sealed bidding for contracts when required in the legal advertisement. Bid deposit must be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in a cashier's check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and must be made payable to the order of the City of Chicago. **CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.**

Bid deposits must be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of ten percent (10%) of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than ten percent (10%) of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to ten percent (10%) of the bid. Compliance with the provisions herewith will be determined in all cases by the Chief Procurement Officer and his determination will be final.

When the legal advertisement requires a deposit, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the deposit requirements.

After bids are opened, deposits will be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action will be taken against the bidder or the bid deposit.

2.3. RETURN OF BID DEPOSIT

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders cannot be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Chief Procurement Officer has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

2.4. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other Contract documents, a written request for an interpretation thereof, may be submitted to the Chief Procurement Officer prior to the bid opening date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement

Officer. A copy of such addendum will be faxed, electronically mailed, mailed or delivered to each person receiving a set of such Contract documents and to such other prospective bidders as will have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder must acknowledge receipt of each addendum issued in the space provided on the appropriate Proposal Execution Page. Oral explanations will not be binding.

2.5. EXAMINATION BY BIDDER

The bidder must, before submitting its bid, carefully examine the proposal, plans, specifications, Contract documents and bonds. The bidder must inspect in detail the site of the proposed work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

2.6. PREPARATION OF PROPOSAL

Bidder must prepare its proposal on the attached Proposal Page(s). Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer must be submitted.

If bidder is a sole proprietorship, the sole proprietorship must execute the bid.

A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805 ILCS 405 (1992).

2.7. SUBMISSION OF PROPOSALS

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose to the DEPARTMENT OF PROCUREMENT SERVICES, Room 301, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder must carry the following information on the face of the envelope: bidders name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the Chief Procurement Officer, the bidders are responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed and notarized will be rejected.

2.8. WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder will withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor must the successful bidder withdraw or cancel or modify its

proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

Where this Contract will be approved by another agency, such as the Federal Government or State of Illinois, then the bidder will not withdraw or cancel or modify its proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals.

2.9. COMPETENCY OF BIDDER

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous Contract with the City.

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

2.10. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer will represent and act for the City in all matters pertaining to this proposal and Contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action.

The proposal is contained in these Contract documents and **MUST NOT BE DETACHED HERE FROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

2.11. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one (1) or more of the proposals, if Basis of Award in Special Conditions allows for multiple awards and/or reject any/all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.12. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9998-1874-11 Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute.

The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal laws and regulations.

2.13. CONTRACTOR'S FINANCIAL STATEMENT

If requested by the Chief Procurement Officer the bidder will file with the office of the Chief Procurement Officer a **CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION** dated not earlier than the end of the Contractor's last fiscal year period. The Contractor's Statement of Experience and Financial Condition will be kept on file by the Chief Procurement Officer as a representative statement for a period of one (1) year. The Contractor's Statement of Experience and Financial Condition forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current Contractor's Statement of Experience and Financial Condition form on file with the DEPARTMENT OF PROCUREMENT SERVICES may be cause for the rejection of Contractor's Proposal.

2.14. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

1. Advertisement for proposals (copy of advertisement to be attached to back of cover).
2. Addenda, if any.
3. General Conditions.
4. Special Conditions.
5. Detailed Specifications.
6. Plans or City Drawings, if any.
7. Standard Specifications of the City, State, or Federal Government, if any.
8. Performance Bond, if required.

The foregoing order of precedence will govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

2.15. NOTICES

All communications and notices herein provided for shall be faxed, delivered personally, electronically mailed, or mailed first class, postage prepaid, to the Contractor by name and address listed on the proposal hereof to the Commissioner of the using department, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. La Salle Street, Chicago, Illinois 60602.

2.16. NON-DISCRIMINATION

A. Federal Requirements

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

B. State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1 - 101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

C. City Requirements

Contractor must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended; and all other applicable municipal code provisions, rules, regulations and executive orders. Further, Contractor must furnish or shall cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.17. INDEMNITY

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all losses, including those related to:

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);
3. Contractor's failure to perform or cause to be performed Contractor's covenants and obligations as and when required under this Contract, including Contractor's failure to perform its obligations to any Subcontractor;
4. the City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute;

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

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

To the extent permissible by law, Contractor waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820ILCS305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute or judicial decision.

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

2.18. LIVING WAGE ORDINANCE

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

1. if the Contractor has twenty-five (25) or more full-time employees, and
2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
3. the Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.

- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. The current Base Wage is \$11.18. Each July 1st thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or Subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City Contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

2.19. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract will be assigned or any part of the same sub-contracted without the written consent of the Chief Procurement Officer; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the Contract.

The Contractor must not transfer or assign any Contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as the City is concerned.

2.20. SUBCONTRACTORS

The Contractor must notify the Chief Procurement Officer, in writing, of the names of all Subcontractors to be used and will not employ any that the Chief Procurement Officer may object to.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Chief Procurement Officer. The Subcontracting of the services or work or any portion thereof without the prior written consent of the Chief Procurement Officer will be null and void. The Contractor will not make any substitution of a Subcontractor without the written consent of the Chief Procurement Officer. The substitution of a Subcontractor without the prior written consent of the Chief Procurement Officer will be null and void. The Chief Procurement Officer's consent will not relieve the Contractor from any of its obligations under the Contract.

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

2.21. SUBCONTRACTORS WITH DISABILITIES

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

2.22. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at:

http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Contractor for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Contract;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

2.23. DEMURRAGE AND RE-SPOTTING

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

The City will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the City.

2.24. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its Chief Procurement Officer, will have a right to inspect any materials to be used in carrying out this Contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract.

The Contractor will be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Chief Procurement Officer and must be replaced by the Contractor at no cost to the City.

Any materials or components rejected must be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

2.25. AUDITS

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then the Contractor

must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;

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

Failure of Contractor to reimburse the City in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorney's fees.

2.26. PRICE REDUCTION

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractors customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the Contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the Contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

The Contractor must furnish, within ten (10) calendar days after the end of the Contract period, a statement certifying either:

1. that no general price reduction, as defined above, was made after the date of the bid or offer; or
2. if any such general price reductions were made, that is provided above, they were reported to the Chief Procurement Officer within ten (10) calendar days, and ordering offices were billed at the reduced prices.

Where one (1) or more such general price reductions were made, the statement furnished by the Contractor must include with respect to each price reduction:

1. the date when notice of any such reduction was issued;
2. the effective date of the reduction; and
3. the date when the Chief Procurement Officer was notified of any such reduction.

2.27. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City,

as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- A. they are each other's sole domestic partner, responsible for each other's common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E. two of the following four conditions exist for the partners:
 1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

2.28. CONFLICTS OF INTEREST

No member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interests, direct or indirect, in the Contract.

The Contractor covenants that he presently has no interest and will not acquire any interest, direct or indirect, in the project to which the Contract pertains which would conflict in any manner or degree with the performance of its work

hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest will be employed.

2.29. GOVERNMENTAL ETHICS ORDINANCE

Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

2.30. DISCLOSURE OF OWNERSHIP

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the attached Economic Disclosure Statement and Affidavit. Failure to provide complete or accurate disclosure will render this Agreement voidable.

2.31. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

Bidder will be required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit as required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer declaring the bidder non-responsible. Moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids.

2.32. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provisions and require understanding and compliance with them.

2.33. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO

- a. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago under the contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. debt means a specified sum of money owed to the City for which the period granted for payment has expired.
- b. Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:
 1. the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the contracting party is in compliance with the agreement; or
 2. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

3. the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

2.34. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

2.35. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

2.36. MACBRIDE PRINCIPLES ORDINANCE

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

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

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

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

2.37. CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the attached Economic Disclosure Statement and Affidavit (the Affidavit) under: Certification By Applicant, which certifies that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended: Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

2.38. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Economic Disclosure Statement and Affidavit), then:

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

For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has

a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

2.39. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

Contractor, in performing under this contract must comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

No person or business entity will be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

2.40. FEDERAL TERRORIST (NO-BUSINESS) LIST

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

2.41. COMPLIANCE WITH ALL LAWS

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Agreement.

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Chief Procurement Officer. Contractor agrees that

Contractor's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

2.42. COMPLIANCE WITH ENVIRONMENTAL LAWS

The Contractor will comply with all laws relating to environmental matters including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into the environment and to the generation, use, storage, transportation, or disposal of solid wastes, hazardous materials, special wastes or other contaminants (collectively, "Environmental Laws") including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, the National Emission Standards for Hazardous Air Pollutants (40 C.F.R.61.145), and the Municipal Code, as currently in effect and as amended during the course of the contract period.

If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of hazardous materials, special wastes or other contaminants on, under or about any premises used by Contractor to perform the Services required hereunder, the Contractor shall provide a copy of such report or notice to the City. In the event of a release or threatened release of hazardous materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Laws, the Contractor must immediately notify the City in writing and will provide the City with copies of any written claims, demands, notices or actions so made.

- A. As part of its Compliance with All Laws, as set forth hereinabove, Contractor must observe and comply with, inter alia, all Environmental Laws and impose on all Subcontractors all requirements of all environmental Laws. No provision of this Contract limits, or is intended in any way to limit, Contractor's obligation to observe and comply with all Laws, including but not limited to all Environmental Laws.

By entering into this Contract, Contractor acknowledges that many Environmental Laws may apply to the Contract and to Contractor's and Subcontractors' performance of the Work.

By entering into this Contract, Contractor also acknowledges that U.S. EPA, U.S. DOT and other agencies of the federal, state and local governments have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract or the Work.

Listed below in Section H are requirements of particular concern to the City. By entering into this Contract, Contractor acknowledges and agrees that this list does not constitute the only Environmental Laws that apply or may apply to performance of the Work under this Contract.

Contractor must include the provisions listed in Section H in all subcontracts; and Contractor must additionally include in all subcontracts a statement specifying that the provisions so listed do not constitute the only Environmental Laws that apply or may apply to Subcontractors' performance of and under their subcontracts with Contractor.

By entering into this Contract, Contractor acknowledges and agrees that if Contractor fails to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this contract. By entering into this Contract, Contractor further acknowledges and agrees that such termination may adversely affect Contractor's eligibility for future contract awards.

B. Notification of Environmental Claims and of Community Meetings and Media Involvement

In the event of any claim, demand, action notice of violation or other notice of any kind by any person or any entity of any kind, whatsoever, against Contractor or any Subcontractor regarding Contractor's or any Subcontractor's failure or alleged failure to comply with any Environmental Law ("Environmental Claim"), Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of becoming aware of such Environmental Claim and must also submit a copy of any Environmental Claim to the Chief Procurement Officer and Commissioner of the

Chicago Department of Environment within twenty-four(24) hours of receipt of same by Contractor or any Subcontractor.

Contractor must provide evidence to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator or to the satisfaction of a court or administrative agency having jurisdiction with respect to the claim, demand, action notice of violation or other notice of any kind, or to the satisfaction of the Chief Procurement Officer and Commissioner of the Chicago Department of Environment.

Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment of any community meetings, media involvement or media coverage relating to: any release, alleged release, threatened release, or allegedly threatened release of any substance, matter or thing relating in any way to the Work under this Contract; any loading, transportation/hauling, treatment, storage, disposal or other handling of any materials, including but not limited to any Waste, under this Contract; or otherwise relating to any Environmental Laws or any charge or allegation of violation of or noncompliance with any Environmental Laws, in which Contractor or any Subcontractor is asked or invited to participate. The notice must be provided to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment as early as possible before Contractor or any Subcontractor participates in any such community meetings, media involvement or media coverage.

C. Releases and Threatened Releases

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, in the event of any release or threatened release of any material, including but not limited to Waste, and including but not limited to any Hazardous Waste or Special Waste, relating in any way to any of the Work under this Contract, regardless whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor and any Subcontractors with respect to the release or threatened release.

If Contractor or any Subcontractor is required pursuant to any Environmental Law to submit or file any notice or report of any kind to any person or entity relating to any release, alleged release, threatened release or allegedly threatened release of any substance, matter or thing relating in any way to any of the Work under this Contract, Contractor must provide a copy of such notice or report to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment at the same time that Contractor or any Subcontractor submits or files the notice or report in accordance with the Environmental Law.

D. Environmental Permits and Other Environmental Records and Reports.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must show evidence of, and keep current throughout the term of this Contract, all permits, insurance certificates and other authorizations required by any federal, State, City or other governmental body or agency pursuant to any Environmental Law.

When requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, Contractor must submit copies of any or all permits, insurance certificates and other authorizations required by any Environmental Law.

Copies of all permits, insurance certificates and other authorizations that require periodic renewal must be forwarded to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment throughout the duration of this Contract.

By entering into this Contract, Contractor acknowledges and agrees that noncompliance with these requirements constitutes sufficient cause for termination of this Contract and for declaring Contractor non-responsible in future bids.

In addition to any and all other records and reports that are or may be required by any Environmental Laws, Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including but not limited to:

1. Vehicle maintenance records;
2. Safety and accident reports;
3. IEPA or OSHA manifests;
4. Disposal records, including but not limited to records showing the disposal site used, date, truck number and disposal weight, types of waste, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
5. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

E. Handling of Materials, Including but Not Limited to Waste

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor is responsible for the proper, lawful handling, including but not limited to treatment, storage, transportation/hauling and disposal, of all materials, including but not limited to all Waste, by Contractor and all Subcontractors.

By entering into this Contract, Contractor acknowledges and agrees that treatment, storage, transportation/hauling, disposal or other handling by a Subcontractor or other third party does not relieve Contractor of its responsibility for proper treatment, storage, transportation/hauling, disposal and other handling of all materials, including but not limited to all Waste.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all treatment, storage, transportation/hauling, disposal and other handling of any materials, including but not limited to any Waste, must be at a facility that is properly licensed and permitted in accordance with any and all Environmental Laws to accept and treat, store, transport/haul, dispose or otherwise handle the particular materials delivered to it in accordance with all Environmental Laws ("Facility").

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, before generating or in any way handling any Waste relating to the Work under this Contract, or allowing any Subcontractor to generate or handle any Waste, Contractor must identify to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment all Facilities to which Contractor has contractual access and for which all required permits and/or licenses have been obtained and are current and valid.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must upon request provide the Chief Procurement Officer or Commissioner of the Chicago Department of Environment or his designated representative with copies of all documents, including but not limited to load tickets, manifests, bills of lading, scale tickets, and permits and/or licenses, pertaining to any treatment, storage, transportation/hauling, disposal and other handling of any material, including but not limited to any Waste, by Contractor, any Subcontractor, or any Facility or other third party, that Contractor or any Subcontractor submits to, prepares for, or receives from any Facilities that Contractor uses in the course of its performance of and under this Contract.

If any Facility that Contractor proposes to use does not possess all necessary, current, valid permits and/or licenses to accept the materials to be treated, stored or disposed of, then Contractor must replace the Facility submitted as part of its bid proposal at no additional cost to the City.

If Contractor disposes of any materials, including but not limited to any Waste, at any site that is not properly permitted, Contractor, by entering into this Contract, acknowledges and agrees that it will be responsible for all costs associated with the removal of the materials to a properly licensed/permitted Facility and for any other costs, including but not limited to any civil or other penalties, damages, fees, charges, litigation costs, attorneys' fees, or other costs of any kind, whatsoever, that apply or may apply as a result of the application or enforcement of any Laws and any response thereto.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must verify, in writing, whenever requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, that all materials, including but not limited to Waste, that Contractor or any Subcontractor generates or accepts from the City have been treated, transported/hailed, stored, disposed of or otherwise handled in compliance with all Environmental Laws.

The form for identifying Contractor's Facility(ies) and acknowledging terms and conditions relating thereto that Contractor has executed and attached to this Contract is incorporated by reference (Attachment "B"). In addition to the representations and requirements contained on Attachment B, Contractor acknowledges and agrees that unless otherwise authorized in writing by the Commissioner of the Chicago Department of Environment, Contractor must not use or continue to use any Facility identified on Attachment B that (i) has been cited by any governmental agent or entity as being in violation of any Environmental Law or of any City ordinance of any kind, whatsoever; or (ii) does not have a legally required permit. If only one (1) Facility was identified on Attachment B, Contractor must arrange for a substitute Facility that meets the requirements specified on Attachment B and provide a revised Attachment to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment before transporting/hauling or allowing the transport/hauling of any material, including but not limited to any Waste, to any Facility. Contractor further acknowledges and agrees that any such substitution and any delay or activity of any kind relating to any such substitution is at no additional cost to the City, regardless of the reasons necessitating such substitution.

F. Equipment and Environmental Control During Transport

As part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must transport/haul all materials, including but not limited to Waste, in vehicles and/or containers that comply with all Environmental Laws; and all equipment used to transport any materials, including but not limited to Waste, must be designed and operated to prevent spillage, leakage, or other release of any kind during the transport operation.

Also as part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all equipment used by Contractor or any Subcontractor must fully comply with all Laws, including but not limited to all Laws pertaining to size, load weight, safety, and including but not limited to any Environmental Laws.

G. Environmental Control

In performing the Work, and as part or in addition to of the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must become thoroughly familiar with all Laws relating to, inter alia, the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must employ all reasonable measures to reduce the noise of heavy construction equipment and to control and minimize any dust, smoke, and fumes from construction equipment and other operations on the Work site and any dirt and noise created by heavy truck operations over City streets.

H. Environmental Protection

The purpose of this subsection is to alert Contractor to some of the Environmental Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same. This subsection does not, and is not intended to, set forth all of the Laws or Environmental Laws with which Contractor must comply. By entering into this Contract, Contractor acknowledges and agrees that this subsection does not and is not intended in any way to limit Contractor's obligation to comply with all Laws, including but not limited to all Environmental Laws, and with all other provisions of this Contract, in performing the Work.

Some, but not all, of the major federal Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same, are: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; Toxic Substances Control Act, as amended, 15 USC §§2601 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. Contractor and Subcontractors must also comply with, inter alia, Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. **Air Quality.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. This includes, but is not limited to, compliance with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
2. **Clean Water.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
3. **List of Violating Facilities.** Contractor acknowledges and agrees that any facility of any kind to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and as part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment if Contractor or any Subcontractor receives any communication from the U.S. EPA that any such facility is under consideration for inclusion on the List.

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

Waste Handling. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all waste handling provisions set out in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Administrative Code, and Chapters 7-28 and 11-4 of the Chicago Municipal Code.

2.43. SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Contract does not affect the remaining portions of this Contract or any part of it.

2.44. FALSE STATEMENTS

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the Economic Disclosure Statement (EDS), as well as in any other affidavits, statements or contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010.

2.45. REGARDING BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES COMMITMENT

Policy and Terms

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

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

Definitions

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

- 1) "Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- 2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- 3) "Construction project" has the same meaning ascribed to it in section 2-92-335.
- 4) "Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.
- 5) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

- 6) "Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.
- 7) "Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

Commitments

The Chief Procurement Officer shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

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

Percent of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

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

As part of the contract close-out procedure, if the Chief Procurement Officer determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the Chief Procurement Officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

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

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

The Chief Procurement Officer is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

2.46. OFFICE OF COMPLIANCE

It is the duty of any bidder, proposer, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proper, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it."

2.47. SHAKMAN ACCORD

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to Consultant by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

2.48. DEFAULT

- A. The City may, subject to the provisions of paragraph (C) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - i. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such other period as the Chief Procurement Officer may authorize in writing) after receipt of notice from the Chief Procurement Officer specifying such failure.

- B. In the event the City terminates this contract in whole or in part as provided in paragraph (A) of this clause, the City may procure, upon such terms and in such manner as the Chief Procurement Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor must be liable to the City for any excess costs for such similar supplies or service: provided, that the Contractor must continue the performance of this to the extent not terminated under the provisions of this clause.
- C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the Chief Procurement Officer the failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

2.49. DISPUTES

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 North LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

3. SPECIAL CONDITIONS

3.1. QUANTITIES

Any quantities of Xerographic Paper shown on the Proposal Page(s) are estimates for the initial twenty-four (24) month Contract term and are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to purchase any Xerographic Paper other than those determined by the Various City of Chicago Departments to be necessary to meet their current needs.

The City will be obligated to order and pay for only such quantities as are from time to time ordered on blanket purchase order releases issued directly by the Various City of Chicago Departments, delivered and accepted.

3.2. SAMPLES

In order to determine that the proposed Xerographic Paper conform to this specification the City reserves the right to test and/or inspect bidder's products.

For bid evaluation purposes, the bidder must furnish and deliver, upon request by the Chief Procurement Officer, at least two (2) cases of the requested line item(s) of the proposed Xerographic Paper within ten (10) calendar days from the receipt of notice. The samples must be delivered F.O.B., City of Chicago, 121 North LaSalle Street – Room 403 Attention Stacy Stewart. The samples must be tagged or labeled with the company name, address, and commodity codes. Failure to furnish said samples within this time period will be cause for rejection of the bid for being non-responsive to this requirement.

Other tests and measurements may also be performed throughout the Contract term, as determined by the City.

The City will not be liable for the condition of the sample, if the bidder requests return of the sample. The cost to furnish and deliver the sample(s) will be borne by the bidder.

3.3. BASIS OF AWARD FOR GROUP C

One (1) Contract will be awarded based on the Lowest Total Bid Price for group C proposed by a responsive and responsible bidder meeting the terms and conditions of the specification. Bidders must quote all line items specified within the group C but not required to bid all Groups. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

The Contractor's bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of the Xerographic Paper, delivery/transportation charges, taxes, insurance, training, fluids, guarantee/warranties, profit and/or overhead, etc., required by the specifications.

The Chief Procurement Officer reserves the right to award a Contract, or reject any/all bids, when in the opinion of the Chief Procurement Officer, the best interests of the City would be served thereby.

3.4. PRE-AWARD MEETING

A Pre-Award meeting will be held with the Various City of Chicago Departments and the lowest responsible and responsive bidder prior to Contract award in order to determine that the bidder's proposed Xerographic Paper conforms with the Detailed Specifications.

At the Pre-Award Meeting with Representatives from Various City of Chicago Departments, the Department of Procurement Services and the bidder will review and agree upon the bidder's proposed pickup method of the shell casings from the Various City of Chicago Departments facilities as well as the method of measure to assess the weight of the load being picked up. (adapt to your project description)

Additionally, the Various City of Chicago Departments and the bidder will review and agree upon the bidder's proposed schedule submitted at the time of bid submittal.

The bidder is to submit the above mentioned information at the time of bid submittal.

3.5. CHICAGO BUSINESS PREFERENCE

For purposes of this provision, a "Chicago Business" is an entity which: (1) has meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago; (2) reports to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force; (3) holds appropriate City of Chicago business license(s) (if such license(s) are required for the business); and (4) is subject to applicable City of Chicago taxes. City of Chicago taxes include, but are not limited to, employer's expense tax pursuant to Section 3-20-030 of the Municipal Code (if the business has fifty or more employees). Any entity desiring the Chicago Business designation must submit, at the time of bid, a completed, signed and notarized Affidavit of Chicago Business in the form that is included in this bid document as Section 13 ("Affidavit"). Failure to submit a properly completed Affidavit at the time of bid will result in the entity not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted in an Affidavit but is under no obligation to do so. The Chief Procurement Officer's determination as to whether an entity qualifies for designation as a Chicago Business shall be final.

If a bidder is a joint venture, partnership or other business combination consisting of more than one entity (collectively, "joint venture"), and all entities comprising the joint venture (collectively, "members") are designated Chicago Businesses in accordance with the above paragraph, the joint venture will be deemed to be a Chicago Business. Where not all joint venture members are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Business members hold at least a fifty percent (50%) interest in the joint venture. Chicago Business members have a fifty percent (50%) interest in the joint venture only if the Chicago Business member(s) directly hold(s) a fifty percent ownership interest in the joint venture and either: (A) the Chicago Business member(s) directly employ(s) fifty percent or more of the workforce performing the duties that the joint venture will self-perform, including but not limited to management of the joint venture itself, or (B) the Chicago Business member(s), as direct subcontractor(s) to the joint venture, perform(s) work or services equal to fifty percent or more of the amount of the bid. Joint venture bidders whose members are NOT all Chicago Businesses must submit with their bids a copy of the signed joint venture agreement, copies any subcontracts with the Chicago Business members, and such other information as they deem relevant and necessary to establish their eligibility for the Chicago Business designation in accordance with this paragraph. Failure to submit such information at the time of bid will result in the joint venture not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted by a joint venture bidder but is under no obligation to do so. The Chief Procurement Officer's determination as to whether a joint venture qualifies for designation as a Chicago Business shall be final.

In the event that there are bids both from Chicago Businesses and bidders that are not Chicago Businesses, the Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is a Chicago Business, provided that such bid price does not exceed by more than two percent (2%) the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is not a Chicago Business.

3.6. CALCULATION OF MBE/WBE COMMITMENT

For purposes of calculating bidder's percentage of Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) dollar commitment toward the minimum goal of 25% MBE and 5% WBE participation as stated in the Special Condition Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidders total bid price will be used to calculate the actual dollar commitment to each MBE and/or WBE firm listed on your Schedule D-1, MBE/WBE Goal Implementation Plan. If at the end of this contract, the actual dollar value is below the estimated value, the City will consider adjustments to your MBE/WBE plan which are proportionate to the actual dollar value of this Contract.

The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

During the term the contract, the Contractor will submit monthly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due monthly thereafter.

MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 North LaSalle Street, Chicago, Illinois 60602.

NOTICE: Do not submit invoices with MBE/WBE Utilization Reports. Final payments may be held until the Utilization Reports have been received.

The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the Contract.

3.7. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Bidder will fully complete, sign, notarize and submit as part of your proposal the following documents incorporated herein:

1. MBE/WBE Goal Implementation Plan including:
 - a. **Schedule B-1:** Affidavit of Joint Venture (MBE/WBE) (if applicable).
 - b. **Schedule C-1:** Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable).
 - c. **Schedule D-1:** Affidavit of MBE/WBE Goal Implementation Plan (if applicable).
 - d. Request for a reduction or waiver of MBE/WBE goals (if applicable).
2. Proposal Page(s).
3. Bid Data Pages
4. Affidavit Of Chicago Business
5. Economic Disclosure Statement and Affidavit (EDS) Online Certification of Filing
6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
7. City of Chicago Insurance Certificate of Coverage.

NOTE: EACH BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE. PROPOSALS THAT DO NOT ACKNOWLEDGE RECEIPT OF ANY ADDENDA WILL BE REJECTED FOR BEING NON-RESPONSIVE TO THIS REQUIREMENT.

3.8. CONTRACT PERIOD

The contract will begin on _____ and continue through _____, unless terminated prior to this date according to the terms of the Termination provision, or extended as provided for herein.

The City will establish and enter the above start and expiration dates at the time of formal award and release of this contract unless negotiated prior to the award and release of the contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page herein. The expiration date will be no later than the last day of the twenty-fourth (24th) full calendar month after the established start date.

3.9. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the Contract period. The Chief Procurement Officer may exercise the City's right to renew this Contract following the expiration of the base Contract term for up to thirty-six (36)

months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the equipment provided for in this Contract.

The Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of supply while procuring a replacement Contract.

3.10. MODIFICATIONS AND AMENDMENTS

No change, amendment or modification of this Agreement, or any part hereof, is valid unless stipulated in writing and approved by the Chief Procurement Officer.

3.11. UNSPECIFIED XEROGRAPHIC PAPER

Any Xerographic Paper not specifically listed herein may be added to this Contract if they fall within the same specific category of items/services already specified in the contract. The lifetime, aggregate value of the City's purchase of any items/services added to this Contract must not exceed ten percent (10%) of the original value of the Contract

The User Department will notify the Contractor in writing of the items which are necessary and request a written price proposal for the addition of the item(s) to this Contract under the same terms and conditions of the original Contract, then forward the documents to the Chief Procurement Officer. Such item(s) may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in writing. The Chief Procurement Officer reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner that serves the best interest of the City.

Any such item(s) delivered by the Contractor, without a written approval signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such addition to the contract is not approved by the Chief Procurement Officer, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of the fully signed modification.

3.12. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.13. PURCHASE ORDER BLANKET RELEASES

Requests for Xerographic Paper in the form of City of Chicago blanket releases (a.k.a. purchase order releases or suborders) will be issued by the Various City of Chicago Departments and sent to the Contractor to be applied against the Contract. Blanket releases will indicate the specification number, purchase order number, blanket release number,

product description, quantities ordered for each line item, unit cost, total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery.

For purchase order releases placed before a price increase effective date, Contractor must honor Contract prices listed on the purchase order release including releases with multiple delivery shipments that are scheduled after the effective date of the increase.

The Contractor must not honor any order(s) or make any deliveries of Xerographic Paper without receipt of a City of Chicago blanket release issued by the Department. Any Xerographic Paper provided by the Contractor without a blanket release is made at the Contractor's risk. Consequently, in the event such blanket release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any Xerographic Paper provided without said blanket release.

3.14. DELIVERY

Contractor must not make any deliveries of Xerographic Paper without an approved City of Chicago purchase order release issued by the appropriate department. Upon receipt of a purchase order release, deliveries of the proposed/requested Xerographic Paper must be made at no charge F.O.B., City of Chicago, Requesting Using Department, various ship locations, Chicago, Illinois or to any point within the City, regardless of the purchase order release amount.

Deliveries of Xerographic Paper must be made within ten (10) calendar days of issuance of a Purchase Order Release between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding Saturday, Sunday or any holidays.

The City reserves the right to add or delete delivery locations as required during the Contract Period.

3.15. INSPECTION UPON DELIVERY

Upon delivery of the specified Xerographic Paper, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage. The Contractor's representative may be present for the initial examinations.

If defects or omissions are discovered during the inspection, the City may:

- (i) Refuse acceptance of any paper products.
- (ii) Arrange with the Contractor to make corrections.
- (iii) Require the Contractor to remove any/ paper products from the City's premises at its own cost to make the necessary corrections.

3.16. INVOICES

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

INVOICES
City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

OR

Via email to: INVOICES@cityofchicago.org with the word INVOICE in the subject line.

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

1. Invoice number and date
2. Contract/Purchase Order number
3. Blanket Release number (if applicable)
4. Vendor name and/or number
5. Remittance address

6. Name of City Department that ordered the goods or services
7. Name and phone number of your contact at the ordering department
8. Invoice quantities, commodity codes, description of deliverable(s)
9. Amount due
10. Receipt number (provided by the ordering department after delivery of goods/services)

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

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

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

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

3.17. ELECTRONIC ORDERING AND INVOICES

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to purchase orders, releases and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents.

The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

3.18. PAYMENT

The City will process payment within sixty (60) calendar days after receipt and acceptance of invoices and Subcontractor Payment Certification forms completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify delivery and acceptance of the Xerographic Paper provided under this Contract.

The City will not be obligated to pay for any Xerographic Paper that was not ordered with a purchase order release or that are non-compliant with the terms and conditions of these specifications. Any Xerographic Paper which fail tests and/or inspections are subject to replacement at the cost of the Contractor.

The City will not be obligated to pay for any Xerographic Paper if it is noncompliant with the terms and conditions of these Specifications.

3.19. PRICE ADJUSTMENT

Xerographic Paper quoted prices will remain fixed throughout the first twelve (12) calendar months of the Contract term. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract, annual price adjustments of the Contract pricing may be made after receipt of written request from the Contractor showing cause substantiating the need for the increase, made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year. Contract pricing adjustments will be calculated as outlined below.

Annual requests for price adjustments will reference the Producer Price Index (PPI) for " **Pulp, Paper and Allied Products**", **Series ID: WPU09150655**,, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov/PDQ/outside.jsp?survey=wp> although this site's url is subject to change. (Select commodity data, then select Group "**Pulp, Paper and Allied Products**" and Item "**Business Machine Paper & Other Paper Office Supplies**", and click on Get Data.)

The adjusted Contract price will be determined by performing the following calculation: The original Contract price(s) will be multiplied by the quotient, and then be rounded to two (2) decimal places to calculate the adjusted Contract price(s). The quotient will be calculated by dividing the comparison index value by the average index value of the last twelve (12) months of the Contract period.

The comparison value for the first allowable price increase will be the index value at the time of Contract award. The comparison value for the second allowable price increase will be the index value of the one (1) year anniversary date of the Contract award.

Adjusted price(s) may be higher or lower than the original Contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

All price adjustment calculations will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the adjustment is requested.

If Producer Price Index data are not available for any month of the final twelve (12) full months of the annual Contract period, the PPI data for the most recent twelve (12) full months preceding the anniversary of the Contract will be used in computing the price adjustment.

3.20. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS SECURITY

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

1. Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
2. Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
3. Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive an O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to an O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The

Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

1. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
2. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
3. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
4. All required City stickers and State Vehicle Inspection stickers must be valid.
5. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.21. DEPARTMENT OF WATER MANAGEMENT SECURITY

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

- 1) Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- 2) Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
- 3) Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- 1) Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- 2) At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- 3) All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- 4) All required City stickers and State Vehicle Inspection stickers must be valid.
- 5) Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- 6) Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all

cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.22. DEPARTMENT OF POLICE SECURITY

As part of Police operations and security, the Contractor must obtain from the Chicago Police Department, Security Badges, for each of its employees, Subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any City facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and Subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- 1) Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- 2) Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.23. DEPARTMENT OF AVIATION SECURITY

This Contract is expressly subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are hereby incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated thereunder. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) In the event that the Contractor, or any individual employed by the Contractor, in the performance of this Contract, has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport; (ii) unescorted access or regular escorted access to secured areas, or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, the Contractor is subject to, and further must conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (FAA), the Under Secretary of the Transportation Security Administration (TSA), and the City may deem necessary. The Contractor and all employees, subcontractors, material men, laborers, invitees and all other persons under the control of the Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA from time-to-time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

3.24. ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance of any delivery will not be considered as a waiver of any provision of these Specifications and will not relieve the Contractor of its obligation to supply satisfactory Xerographic Paper which conform to the Specifications, as shown by any test or inspections for which provisions are herein otherwise made.

3.25. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

3.26. NON-APPROPRIATION

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

3.27. CONFIDENTIALITY

1. Unless expressly agreed otherwise by the Commissioner in writing, all Deliverables (including but not limited to all drawings, documents, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Contractor in connection with this Agreement (collectively, "Project Data") are property of the City and are confidential. Contractor agrees that, except as specifically authorized by the Commissioner in writing or as may be required by law, Project Data will be made available only to the Commissioner, his designees, and, on a need-to-know basis, Contractor's employees and subcontractors. Contractor acknowledges that Project Data may contain information vital to the security of the airport. If Contractor fails to comply with this section, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards.
2. Except as authorized in writing by the Commissioner, Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain.

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

3.28. TERMINATION

The City may terminate this contract or all or any portion of the contract, at any time by a notice in writing from the City to the Contractor. The City will give notice to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the contract in full, all services to be provided under it must cease and all materials that may have been accumulated in performing this contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Proposal page, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed services. The payment so made to the Contractor is in full settlement for all services satisfactorily performed under this contract. If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision in the General Conditions.

If the City's election to terminate this contract for default pursuant to the Default provision in the General Conditions is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Termination provision.

3.29. CONTRACTOR'S INSURANCE

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

- 1) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- 2) Workers Compensation and Employers Liability
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.
- 3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The City may require additional insured's depending on the delivery location. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

3.30. INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 _____ (Number and Street)

 (City) (State) (ZIP)

Specification Number: _____
 RFQ Number: _____
 Project Description: Xerographic Paper
 Purchase Order Number: _____

Description of Operation/Location	
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the Contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the Contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice Certificate Holder/Additional Insured City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address: _____ Telephone: _____
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For City use only

Name of City Department requesting certificate: (Using Dept.): _____

Address: _____ ZIP Code: _____ Attention: _____

4. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

4.1. POLICY AND TERMS

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code will have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, national origin or sex, and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than twenty-five percent (25%) of the annual dollar value of all non-construction contracts to certified MBEs and five percent (5%) of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
25%	5%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

4.2. DEFINITIONS

1. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all

contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

2. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
3. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.
4. **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
5. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
6. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s).

A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE/WBE ownership percentage.

4.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

1. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.
2. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning broker's fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

3. The participation of MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of MBE or WBE credit.
4. Credit for the participation of MBEs/WBEs as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties,

responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

4.4. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

1. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a) The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - (i) A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - (ii) A listing of all MBE/WBE firms contacted that includes
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, transmittal of facsimile documents, etc.)
 - (iii) Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;

- (3) Date, item and location for acceptance of subcontractor bid proposals;
- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

- b) Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractors' quote is excessively costly, the bidder/proposer must provide the following information:
 - i) A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - ii) Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/proposers own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

2) Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

3) Impracticability

- i) If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
- ii) The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

4.5. PROCEDURE TO DETERMINE BID COMPLIANCE

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

A Schedule C-1 executed by the MBE/WBE (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid. If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) calendar days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section and a Schedule D-1 shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

3) Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

4) Required Schedules Regarding DBE/MBE/WBE Utilization.

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 4.4. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section 4.5A. above),

the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

4.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

1. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
2. In the case of one (1) time procurements of supplies with either single or multiple deliveries to be performed in less than one (1) year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments will be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice. (NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.") Final payments may be held until the Utilization Reports have been received.
3. During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be in no case less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due quarterly thereafter.
4. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
5. The Executive Director will be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

4.7. MBE/WBE SUBSTITUTIONS

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate a MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section 5, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals."

4.8. NON-COMPLIANCE AND DAMAGES

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

1. Failure to satisfy the MBE/WBE percentages required by the contract; and
2. The contractor or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

4.9. ARBITRATION

- 1) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- 2) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- 3) All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- 4) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

4.10. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three (3) years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

4.11. INFORMATION SOURCES

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

U.S. Small Business Administration
Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy,
Area Regional Administrator
(312) 353-7381

U.S. Small Business Administration
Bond Guarantee Program Surety Bonds
500 West Madison, Suite 1250
Chicago, IL 60661
Attention: Carole Harris
(312) 353-4003

Project information and general MBE/WBE
information:

City of Chicago
Department of Procurement Services
Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women
Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604
(312) 747-7778

Information on MBE/WBE availability in the manufacturing, sales or supplies and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council
1040 Avenue of the Americas, 2nd Floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
(312) 755-8880

4.12. ATTACHMENT A - ASSIST AGENCIES

Alliance of Business Leaders & Entrepreneurs (ABLE)

150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors

c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

Asian American Institute

4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United

400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773) 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chicago Area Gay & Lesbian Chamber of Commerce

3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chatham Business Association Small Business Development, Inc.

8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773) 994-5006
Fax: (773) 994-9871
Web: www.cbaworks.org

Chicago Minority Supplier Development Council, Inc.

105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.cmbdc.org

Chicago Urban League

4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce

203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors

5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)

901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce

855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbuisness.net

Latin American Chamber of Commerce

3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners

Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 644-8557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition

International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Black Contractors Association

1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House

4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)

Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center

8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)

4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force

1253 W. 63rd Street
Chicago, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated

Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)

954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

Revised November 15, 2010

4.13. ATTACHMENT B-1 - SAMPLE FORMAT FOR REQUESTING ASSIST AGENCY COMMENTS ON BIDDER'S REQUEST FOR REDUCTION OR WAIVER OF MBE/WBE GOALS

On Bidder/Proposer's Letterhead

RETURN RECEIPT REQUESTED

(Date)

Specification No.: _____
Project Description: Xerographic Paper

(Assist Agency Name and Address)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

4.14. SCHEDULE B: AFFIDAVIT OF JOINT VENTURE (MBE/WBE)

Specification No.: _____

Project Description: Xerographic Paper

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

- II. Identify each non-MBE/WBE venturer(s): _____
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- III. Identify each MBE/WBE venturer(s): _____
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture? _____

MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 - 1. Profit and loss sharing: _____

 - 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____

C. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

D. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

E. Provide copies of all written agreements between venturers concerning this project.

F. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

- A. Which firm and/or individual will be responsible for keeping the books of account?

- B. Identify the managing partner, if any, and describe the means and measure of their compensation:

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint ventures work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture

Note: If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer? Currently employed by non-MBE/WBE _____ (number) Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

- C. Which venturer will be responsible for the preparation of joint venture payrolls:

Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint ventures work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date _____

Date _____

On this _____ day of, 20____, the above-signed officers

Names of affiants: _____,

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature: _____

(Seal)

Commission Expires: _____

4.15. SCHEDULE C-1: LETTER OF INTENT FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Project Name: _____ Specification Number: _____

From: _____
(Name of MBE or WBE Firm)

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The undersigned is prepared to perform the following services or supplies in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

SUB-SUBCONTRACTING LEVELS - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach an explanation and description of the services of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE _____ Date _____

Name /Title (Print)

Phone Number

Email Address

4.16. SCHEDULE D-1: AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Specification No.: _____
Project Description: Xerographic Paper

State of _____

County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Name of Bidder

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder as a MBE satisfies the MBE goal only. Certification of the bidder as a WBE satisfies the WBE goal only.)
- B. If bidder is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within ten (10) calendar days after bid opening (or proposal due date.)

II. Indirect Participation of MBE/WBE Firms

(Note: This section does need not to be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

B. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$ _____

Percent Amount of Participation:

_____ %

Sch. C-1 attached?

Yes _____ No _____ *

C. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$ _____

Percent Amount of Participation:

_____ %

Sch. C-1 attached?

Yes _____ No _____ *

D. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$ _____

Percent Amount of Participation:

_____ %

Sch. C-1 attached?

Yes _____ No _____ *

E. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within ten (10) calendar days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

Dollar Amount Percent

Total MBE Direct and Indirect Participation \$ _____ %

B. WBE Proposal

WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

Dollar Amount Percent

Total WBE Direct and Indirect Participation \$ _____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: _____

Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of affiant: _____ Date: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name /s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument executed)

Notary Public Signature: _____

(Seal)

Commission Expires: _____

4.17. DBE/MBE/WBE UTILIZATION REPORT

NOTICE: THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION. IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.

Contract Administrator: _____

Project Description: Xerographic Paper

Phone Number: _____

Specification No.: _____

Date of Award: _____

Contract Number: _____

Utilization Number: _____

STATE OF: (_____)

COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Company - Print or Type)

_____ (_____) _____
(Address of Company) (Phone)

and that the following Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

DBE/MBE/WBE Firm Name	Indicate Type of Firm (DBE/MBE/WBE)	Amount of Contract	Amount Paid To-Date
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

Amount Billed to City: \$ _____ Amount Paid to Prime Contractor: \$ _____

5. DETAILED SPECIFICATIONS

5.1. SCOPE

The Contractor must furnish and deliver Xerographic Paper as specified, proposed and accepted F.O.B., City of Chicago, Various City Departments and delivery locations, in accordance with all the terms and conditions of this specification.

5.2. INTENT

It is the intent of the City of Chicago to purchase virgin and recycled Xerographic Paper for the various City Departments. The Paper is used to perform the day to day operations of the various City Departments.

5.3. 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 so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

Reference to a specific manufacturer, trade name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the proposal exactly what it proposes to furnish, or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Chief Procurement Officer hereby 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 specification requirements but which may comply substantially therewith.

5.4. INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any Xerographic Paper listed in the Proposal, which is ordered by the City within ten (10) calendar days after receipt of a City department's order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Failures of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future Contract awards.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

5.5. PACKAGING

Cut sheet paper must be securely wrapped in moisture resistant wrapping material and must contain an average of five hundred (500) sheets per ream. Carton containers must meet ICC standards for carton quality, with no loose sealing or trapping, and must be free of bulges and distortions. All cartons must have a box lid and must be shipped on pallets.

5.6. 30%, 50% AND 100% POST CONSUMER CONTENT PAPER

30% Post Consumer Content- Line Items 1 thru 18, 50% Post Consumer Content- Line Items 19 thru 24, 100% Post Consumer Content- Line Items 25 thru 30.

The recycled content of the Xerographic Paper must be 30%, 50% or 100% percent post consumer recycled content as specified on the Proposal Pages. Post consumer materials are those finished products, packages, or materials generated

by a business or consumer that have served their intended end uses and that have been recovered from or otherwise diverted from the waste stream for the purpose of recycling. Paper must be bleach and acid free with chlorine free processing. Any virgin material portion of the paper must be totally chlorine free (virgin paper that is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives). The brightness must be 92.

5.7. VIRGIN XEROGRAPHIC PAPER

Virgin Paper- Line Items 31 thru 40

Virgin Paper is manufactured from new pulp or cotton. It does not contain any recycled materials.

5.8. GENERAL PAPER MATERIAL DETAILS

All items supplied must be the size, color, finish, weight and grade specified. All paper provided must be in accordance with reasonable industry practice; uniform in texture formation, jam free, finish and caliper, and free of lint, dust, dirt, wrinkles, folds, and scuff marks. Paper must be cut squarely on all sides, should lie flat, and be free of knife marks and ragged edges.

Paper must be #4 grain long, have a Sheffield rating of two hundred (200) or below, a minimum acidic PH factor 5.5, and must be ASTM type III. White Paper must have a minimum brightness of ninety-two (92).

Each ream and carton must be end-labeled to show grade, trade name, dimension, color, type, grain direction, and basis weight. Carton must also indicate size of paper, total number of sheets per carton and total number of reams inside carton. The contents must not exceed ten (10) reams per carton on sizes up to 8 ½" x 14" and five (5) reams per carton for dimension 11" x 17" based on 20 lb paper.

All items supplied by the Contractor must comply with the applicable ASTM Specification No. D3458-94 or D3460-92, or latest revisions thereof.

Orders placed by City Departments will be for full cartons.

5.9. BACK ORDERS

Electronic or written notification of backordered items must be sent immediately to the Department. For any back orders that cannot be filled within ten (10) business days, the Department will have the option of accepting or canceling the backorder or the Department may submit a request for a substitute item. The City is not to be charged for expenses incurred due to the cancellation of backorders.

5.10. MISSHIPMENTS/DEFECTIVE MERCHANDISE

The Contractor will be responsible for any incorrect or damaged shipments and defective merchandise. The Contractor must make arrangements with their common carrier or company personnel to pick-up any unacceptable Xerographic Paper within forty-eight (48) hours of notification.

The Contractor must replace the incorrect, damaged or defective merchandise or issue a credit within seven (7) business days of the return. If the replacement merchandise or a credit is not received within seven (7) business days, the City will deduct the amount of the return from any outstanding invoice at the time of payment.

The City of Chicago will not be subject to restocking charges due to Contractor error.

5.11. GUARANTEE

The Contractor must furnish a guarantee for the Xerographic Paper provided under this Contract in accordance with the standard guarantee regularly supplied.

At a minimum, the Contractor hereby guarantees for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day the unit is placed in service by the City. If a longer guarantee can be furnished, at no additional cost to the City, the longer period will prevail.

5.12. AUTHORIZED DEALER / DISTRIBUTOR

The Contractor must be the manufacturer or an authorized dealer or distributor of the proposed Xerographic Paper manufacturer. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.

5.13. BACK ORDERS

Electronic or written notification of backordered items must be sent immediately to the Department. For any back orders that cannot be filled within ten (10) business days, the Department will have the option of accepting or canceling the backorder or the Department may submit a request for a substitute item. The City is not to be charged for expenses incurred due to the cancellation of backorders.

5.14. MISSHIPMENTS/DEFECTIVE MERCHANDISE

The Contractor will be responsible for any incorrect or damaged shipments and defective merchandise. The Contractor must make arrangements with their common carrier or company personnel to pick-up any unacceptable Xerographic Paper within forty-eight (48) hours of notification.

The Contractor must replace the incorrect, damaged or defective merchandise or issue a credit within seven (7) business days of the return. If the replacement merchandise or a credit is not received within seven (7) business days, the City will deduct the amount of the return from any outstanding invoice at the time of payment.

The City of Chicago will not be subject to restocking charges due to Contractor error.

5.15. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

6. FMPS PROPOSAL PAGES

7. ADDITIONAL PROPOSAL INFORMATION

Bidder is required to complete the appropriate information for the Xerographic Paper proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data sheets, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

7.1. PERSON TO CONTACT REGARDING THIS BID

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

7.2. MANUFACTURER, MANUFACTURER'S DISTRIBUTOR/SERVICE REPRESENTATIVE

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S EXCLUSIVE DISTRIBUTOR	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED SERVICE REPRESENTATIVE	YES: _____	NO: _____

7.3. LOCATION OF FACILITY WHERE INVENTORY IS MAINTAINED:

ADDRESS: _____

PHONE: (_____) _____

7.4. COMMENTS (EXPLAIN):

8. AFFIDAVIT OF CHICAGO BUSINESS

If this is a competitively bid Contract, a Chicago business preference may be applicable. Failure to complete and submit this form with the bid at the time of Bid Opening will be cause for rejection of the bid for being non-responsive.

1. Is bidder a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language?
() Yes () No

2. Street address of principal place of business:

3. How many persons are currently employed by bidder? _____

4. How many of bidder's current employees work at City of Chicago locations? _____

5. Is bidder subject to City of Chicago taxes?
() Yes () No

Signed: _____

Printed Name: _____

Title: _____

County of _____

State of _____

Acknowledged under oath on (date) _____

Before me by _____

As (title) _____

of (firm) _____

Notary Public Signature: _____

(Seal)

Commission _____

Expires: _____

9. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

9.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Proposer must prepare an online EDS prior to the bid opening date.

A PROPOSER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- Filing an "EDS Information Update" does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
- Filing an EDS in a hard copy or paper copy form does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
- Filing an EDS for another mater (different bid, contract, etc.) does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.

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

9.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

9.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

9.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

9.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

1. Invitation number, if you were provided an invitation number.

2. EDS document from previous years, if available.

3. Email address to correspond with the Online EDS system.

4. Company Information:
 - a. Legal Name

- b. FEIN/SSN
- c. City of Chicago Vendor Number, if available.
- d. Address and phone number information that you would like to appear on your EDS documents.
- e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

9.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

9.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

10. PROPOSAL EXECUTION PAGES

10.1. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.** _____ containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Numbers **(none unless indicated here)** _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
Corporate Secretary Signature
(Affix Corporate Seal)

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____
(Seal)

Commission Expires: _____

10.2. PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No.** _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR
Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____
This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____ Commission Expires: _____ (Seal)

10.3. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.** _____ containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Numbers (**none unless indicated here**) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 20____.

Notary Public Signature: _____ (Seal)

Commission Expires: _____

10.4. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.** _____ containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Numbers **(none unless indicated here)** _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__.

Notary Public Signature: _____

(Seal)

Commission Expires: _____

PRE-BID ATTENDEE SIGN-IN SHEET

PRE-BID CONFERENCE ATTENDEE SIGN-IN SHEET

PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC.

Buyer's Name: Barb Flock
 Procurement Number: 11-84-101
 Conference Date: Wednesday, August 10, 2011 at 9:00 A.M.
 Conference Location: Cook County Building, Office of the Purchasing Agent, 118 N. Clark St.,
 Room 1018, Conference Room, Chicago, IL 60608

Attendee Name: <u>STACY STEWART</u> Company Name: <u>CITY OF CHICAGO</u> <hr/> Company Address: <u>121 N. CASALLE ST.</u> <u>Rm #403</u> <u>Chicago, IL 60602</u> Telephone: <u>312-744-2681</u> Fax: _____ E-Mail: <u>STACY.STEWART@CITYOFCHICAGO.ORG</u> Please print clearly	{Business Card}
Attendee Name: <u>Martha Martinez</u> Company Name: <u>Cook County</u> <u>Bureau of Administration</u> Company Address: <u>118 N. Clark St.</u> <u>Chicago, IL 60602</u> <hr/> Telephone: <u>312-603-7832</u> Fax: <u>312-603-4479</u> E-Mail: <u>Martha.Martinez@cookcounty.il.gov</u> Please print clearly	{Business Card}
Attendee Name: <u>Erin Callahan</u> Company Name: <u>Scot Sourcing, Inc.</u> <hr/> Company Address: <u>401 Devon</u> <u>(Corporate Address) Park Ridge, IL 60068</u> <hr/> Telephone: <u>708/512-5351</u> Fax: <u>708/836-4398</u> E-Mail: <u>ECALLAHAN@scotpaper.com</u> Please print clearly	{Business Card}
Attendee Name: <u>Phyllis Adams</u> Company Name: <u>Client of the Circuit Court</u> <hr/> Company Address: <u>69 W. Washington</u> <u>Suite 2500</u> <u>Chicago, IL 60602</u> Telephone: <u>(312) 603-3458</u> Fax: <u>(312) 603-6687</u> E-Mail: <u>pzadams@cookcountycourt.com</u> Please print clearly	{Business Card}

Attendee Name: Kim Rescigno
 Company Name: apca solutions
 Company Address: 10 Exchange Place
11th Fl
Jersey City, NJ 07302
 Telephone: 203 470 4629
 Fax: _____
 E-Mail: krescigno@apcasolutions.com
 Please print clearly

Attendee Name: _____
 Company Name: _____
 Company Address: _____
 Telephone: _____
 Fax: _____
 E-Mail: _____
 Please print clearly

Attendee Name: _____
 Company Name: _____
 Company Address: _____
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 Please print clearly

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 Please print clearly

Attendee Name: _____
 Company Name: _____
 Company Address: _____
 Telephone: _____
 Fax: _____
 E-Mail: _____
 Please print clearly

(Business Card)

Erin Callahan | Inside Sales
 ecallahan@scoutpaper.com



A Diversity Option in Paper

1240 Garnet Drive | Northlake, IL 60164
 Tel 708.562.5356 | Fax 708.836.4398



APRIL S. WILLIAMS-LUSTER
 COMMUNITY RELATIONS COORDINATOR/LIAISON

COOK COUNTY DEPARTMENT OF
 HUMAN RIGHTS, ETHICS AND WOMEN'S ISSUES
 Website: www.cookcountygov.com

69 W. WASHINGTON STREET, SUITE 3040 312/603-4288 OFFICE
 CHICAGO, ILLINOIS 60602-3007 312/603-3760 FAX
 April.Williams@cookcountyil.gov 312/603-1101 TT/TDD



DIRECT 312/603-5504
 OFFICE 312/603-5502
 FAX 312/603-4547

ALEATHA T. EASLEY
 CONTRACT COMPLIANCE OFFICER
 OFFICE OF CONTRACT COMPLIANCE

COOK COUNTY BUILDING
 118 N. CLARK ST., RM. 1020
 CHICAGO, ILLINOIS 60602



PHYLLIS ADAMS
 CHIEF DEPUTY CLERK
 PROCUREMENT

DOROTHY BROWN
 CLERK OF THE CIRCUIT COURT
 OF COOK COUNTY, ILLINOIS
www.cookcountyclerkofcourt.org

69 W. WASHINGTON
 ROOM 2500
 CHICAGO, IL 60602
 (312) 603-3458 office
 (312) 603-6687 fax

pzadams@cookcountycourt.com

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

OFFICE
(773) 843-6010



FAX
(773) 843-6012

THOMAS S. KINNEY
SUPERVISOR

Martha Martinez - BOA

COOK COUNTY
BUREAU OF ADMINISTRATION
OFFSET SECTION

2323 S. ROCKWELL ST.
CHICAGO, ILLINOIS
60608

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly



BARBARA A. FLOCK, CPPB
SPECIFICATIONS ENGINEER
OFFICE OF THE PURCHASING AGENT

(T): 312-603-6828
(F): 312-603-3179
(E): barble.flock@cookcountyil.gov

COOK COUNTY BUILDING
118 N. CLARK ST., RM. 1018
CHICAGO, ILLINOIS 60602

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

{Business Card}

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

{Business Card}

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

{Business Card}

TONI PRECKWINKLE
PRESIDENT



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

MARIA DE LOURDES COSS
PURCHASING AGENT

ADDENDUM NO. 2

DATE: AUGUST 30, 2011

PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC.
FOR
VARIOUS COOK COUNTY AGENCIES

CONTRACT NO. 11-84-101

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. GENERAL: THIS ADDENDUM REVISES BID DOCUMENTS. THIS ADDENDUM IS ISSUED TO BIDDERS OF RECORD PRIOR TO EXECUTION OF CONTRACT, AND FORMS A PART OF CONTRACT DOCUMENTS AND MODIFIES PREVIOUSLY ISSUED DOCUMENTS. INsofar AS PREVIOUSLY ISSUED CONTRACT DOCUMENTS ARE INCONSISTENT WITH MODIFICATIONS INDICATED BY THIS ADDENDUM, MODIFICATIONS INDICATED BY THIS ADDENDUM SHALL GOVERN. WHERE ANY PART OF THE CONTRACT DOCUMENTS ARE MODIFIED BY THIS ADDENDUM, ALL UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.
- B. BID FORM: ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN SPACE PROVIDED ON BID FORM ON THE PROPOSAL PAGE. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.
- C. ATTACHMENTS: THE ADDENDUM INCLUDES ATTACHMENTS DESCRIBED IN THIS ADDENDUM. ONE COPY OF EACH ATTACHMENT IS ISSUED WITH THIS ADDENDUM, UNLESS OTHERWISE INDICATED. CHECK RECEIPT OF ATTACHMENTS ISSUED WITH THIS ADDENDUM.
- D. FILING: INSERT ATTACHMENTS IN RESPECTIVE CONTRACT DOCUMENT IN CORRECT SEQUENCE AND LOCATION. REVISE SPECIFICATION CONTENTS AND DRAWING LIST TO REFLECT MODIFICATIONS OF THE ADDENDUM, AS APPLICABLE.

**Contract No. 11-84-101 - Addendum No. 2.
Page Two**

E. Questions:

Question 1: What have been the payment terms of your previous paper contract?

Answer: Please refer to the General Conditions, Page GC-1, Section GC-04 Payment. Payments are generally made within 30 days after all the appropriate paper work is received by the Using Agency and is submitted to the Comptroller's Office.

Question 2: Historically, how have similar contracts been paid? On average, within how many days are invoices paid?

Answer: On average, invoices are paid within 30 days of receipt of all the appropriate paperwork sent by the Using Agency and received by the Comptroller's Office. Payments may take more or less time to process.

Question 3: If we decide to submit a bid, when can we expect our bid deposit to be returned?

Answer: All bid deposits are returned when the contract has been awarded and executed.

Question 4: Now that the City of Chicago bid has been added, is one group dependent upon the other? In other words, are we required to bid the City section in order to be considered for the original County core bid?

Answer: This contract will be awarded by Group as stated on the Special Conditions Page SC-1B, last paragraph, first sentence. Bidders are required to bid all line items in a Group, however, bidders may bid all line items in Group A, and/or all line items in Group B, and/or all line items in Group C. Please refer to the attached Special Conditions Page SC-1B.

Question 5: Has the due date for the bid been extended as a result of the addendum? Or are all bids due by 10:00 a.m. CST on Friday, September 9, 2011?

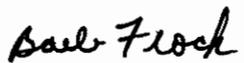
Answer: The bid opening date is Friday, September 9, 2011 at 10:00 A.M. CST.

F. Changes:

ITEM NO. 1 – SPECIAL CONDITIONS PAGE SC-1A

CHANGE FROM: REMOVE THE SPECIAL CONDITIONS PAGE SC-1A.

CHANGE TO: INSERT THE ATTACHED SPECIAL CONDITIONS PAGE SC-1B.


ORIGINATED BY:
BARB FLOCK, CPPB
SPECIFICATIONS ENGINEER


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

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish PAPER, XEROGRAPHIC, VARIOUS OFFSET, INDEX, TAG, NCR, ETC. for VARIOUS COOK COUNTY AGENCIES, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract for twenty-four (24) months with three (3) one-year renewal options effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the first twenty-four (24) months of the Contract.

SC-03 COOK COUNTY RECYCLED PRODUCTS PROCUREMENT POLICY

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 12

If the lowest offered price for the paper product which is both recycled and chlorine-free is not more than five percent(5%)higher than the lowest offered price for that same designated product that is recycled, the offered price for the paper product which is both recycled and chlorine-free shall be considered the low bid, if such Bidder is otherwise responsive and responsible.

Each Contractor supplying recycled paper product shall provide acceptable certification from all product manufacturers that the products being supplied meet or surpass County minimum content standards. Minimum content standards shall be consistent with standards presently promulgated by the U.S. Environmental Protection Agency.

Any recycled products purchased for the County shall bear the recycling insignia or the phrase "Recycled Paper". Any paper products which are both recycled and chlorine-free, shall also bear the processed chlorine-free insignia or the phrase "Processed Chlorine-Free".

SC-04 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid for Sections 1 or 2 Group A – Recycled and/or Recycled/Processed Chlorine-Free, and Section 1 Group B- Virgin Paper **and Section 1 Group C City of Chicago – Recycled & Virgin Paper. Bidders must bid all items in a Group and may bid all items in Group A and /or all items in Group B and/or all items in Group C.** There will be one award per Group. All line items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive.

Group A – Basis of Award for Cook County

This contract will be awarded by Group.

Group A is for Cook County and will consist of Section 1 - Standard Bid and Section 2 - Alternate Bid. For Group A Sections 1 and 2, bidders may bid recycled paper products and/or recycled/processed chlorine-free paper products. In order to determine the lowest responsive and responsible bidder for Group A – Recycled Paper and/ or Recycled/Processed Chlorine-Free Paper, the total bid for Sections 1 and 2 and Recycled Paper and Recycled/Processed Chlorine-Free Paper will be evaluated. In order to be responsive Group A, bidders must bid all line items for Group A, Section 1, Recycled Paper and/or Recycled/Processed Chlorine-Free Paper as a Standard Bid in the manner described in the Proposal pages for all 144 line items.