BIDDER: KMI SUPPLIES, INC.

CONTRACT FOR SUPPLY

DOCUMENT NO. 11-85-53 E

TOILET TISSUE & PAPER TOWELS
FOR
VARIOUS COOK COUNTY AGENCIES

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON TUESDAY, JUNE 7, 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: LILLIAN LEE, SPECIFICATION ENGINEER, AT 312-603-6824
EMAIL: lillian.lee@cookcountyil.gov

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

04061 REQ. #10300052 0407/II

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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

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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 purposed 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/MBE 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 that 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 Contact 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.

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 TOILET TISSUE & PAPER TOWELS 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 effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 COOK COUNTY RECYCLED PRODUCT 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 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 product purchased by 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 by line item to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. 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.

This contract will be awarded by line item. In order to determine the lowest responsive and responsible bidder, the total bid for each line item in Section 1 and Section 2 will be evaluated. If a line item in section 1 has the lowest bid price, then Cook County will add 5% to the line item price in section 1 and that price will become the baseline for evaluation purposes. If there is a bid for that corresponding line item in Section 2 and the total price for that line item is within the 5% tolerance of the baseline for that line item, then that low bidder for the line item in Section 2 will be evaluated. If the bid for that corresponding line item in Section 2 meets the criteria and is responsive and responsible, then it shall be awarded.

If a bid for an individual line item in section 1 has the lowest bid, and the corresponding line item in Section 2 does not fall within the 5% tolerance of the baseline, then the lowest responsive and responsible bid in Section 1 shall be awarded for that line item.

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

Bidders may submit bids for line items in Section 1 or Section 2. Bidders do not have to bid all line items for consideration.

SPECIAL CONDITIONS

Example Bid Tab:

VENDOR A:

ITEM	RECYCLED (SECTION 1.)	RECYCLED AND PROCESSED CHLORINE – FREE (SECTION 2.)
1. PAPER TOWEL	$1,000.00 (*)	$1,500.00
2. TOILET TISSUE	$2,000.00	$2,7 00.00

VENDOR B:

1. PAPER TOWEL	$1,020.00	$1,140.00
2. TOILET TISSUE	$2,010.00	$2,090.00(**)

*Line Item 1:
In the above example, line 1 for paper towels will be awarded to Vendor A for $1,000.00. This is because both bids for line 1 fell outside of the 5% tolerance for the lowest bid in section 1. By adding the 5% tolerance to $1,000 the baseline would be $1,050. The County will purchase the recycled paper towels because no bids for recycled and processed chlorine free paper towels were under $1,050.

* * Line item 2:
Line item 2 will be awarded to Vendor B for recycled and processed chlorine-free toilet tissue (Section 2.) because the low bid was $2,000. The baseline after the 5% tolerance was $2,100.00. Vendor B bid a price of $2,090 which fell below the baseline price.

SC-05 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than thirty percent (30%) 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 M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

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

SC-06 PRE-BID CONFERENCE

The County will hold a Pre-Bid Conference at the Office of the Purchasing Agent, 118 N. Clark St, Room 1018, Chicago, IL 60602. Representatives from the Purchasing Department and Various County Agencies will comprise the panel to respond to answer any questions regarding Toilet Tissue and Paper towels 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 Lillian Lee at 312 603-6824 or e-mail lillian.lee@cookcountyil.gov on or before April 18, 2011, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference

DATE:	April 18, 2011
TIME:	1:30 pm
PLACE:	Cook County Office of the Purchasing Agent 118 N. Clark St, Room 1018 Chicago, IL 60602

SPECIAL CONDITIONS

SC-07 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the office of 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-04 "Exceptions", page IB-2). Inquiries must be received no later than 5:00 p.m. on WEDNESDAY, APRIL 20, 2011. Inquiries will be answered by the close of business on MONDAY, APRIL 25, 2011.

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

Maria De Lourdes Coss, CPPO
Cook County Purchasing Agent
C/O Lillian Lee, Specification Engineer
118 N. Clark Street, #1018
Chicago, Il 60602

Or via email at lillian.lee@cookcountyil.gov
Contact Info for Specifications Engineer No. 85
Lillian Lee: 312 603-6824

SC-08 DEFINITIONS

"Recycled Content" means the percentage of recovered material, including pre-consumer and post-consumer materials, in a product.

"Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes pre-consumer and post-consumer material but does not include excess resources of the manufacturing process.

"Post-consumer" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

"Processed Chlorine Free" (PCF) is a term for recycled content products. All recycled fibers must not be bleached with chlorine or its derivatives. The recycled paper may have been bleached with chlorine or its derivatives in its original (pre-recycled) processing but the resulting recycled pulp must be PCF. If the product contains any virgin component, these fibers must also be totally chlorine free.

SPECIAL CONDITIONS

SC-09 RECYCLED CONTENT REQUIREMENTS

The fiber in paper towels shall be at least 40% to 100% recovered content and 40% to 60% post consumer content material by weight.

The fiber in toilet tissue shall be at least 20% - 100% recovered content and 20% to 60% post consumer content.

When products are whitened, the first choice would be products that are processed chlorine free (PCF) to allow recycled content in products.

The County prefers to avoid the procurement of recovered paper that has been deinked using a solvent containing chlorine, or any chemicals listed by the U.S. Environmental Protection Agency under Section 313 of the Emergency Planning and Community Right to Know Act.

This facility prefers to avoid the procurement of recovered paper that has been bleached with either chlorine or any of it derivatives (such as hypochlorite and chlorine dioxide).

The product (not including packaging) shall not contain any added pigments, inks, dyes, or fragrances.

Bidders are invited to propose, where applicable, higher than the mandated recycled content percentage for the recycled content products listed below.

SC-10 QUALITY

Bidder must not quote manufacturer's "seconds" or irregulars" or boxes/cases which are crushed, wet, physically damage, and/or unacceptable by the manufacturer (as being in non-compliance with their own standards specifications).

The Proposed Paper Towels and Toilet Tissue must comply with Technical Association of the Pulp and Paper Industry (TAPPI) Standards T404, T410, T432 and T456.

SC-11 MANUFACTURER'S DATA SHEET

Bidder must provide with its bid a "Manufacturer's Data Sheet" or a certified statement or affidavit form the manufacturer which indicates the follow information:

1. Number of sheets per roll (or number of sheets per package)

2. Number of rolls per case (or number of packs per case)

3. Size of each sheet folded and/or overall size

4. Technical Association of the Pulp and Paper Industry (TAAPI) Rating for T404 (Dry Tensile Strength), T410 (Basis Weight), T432 (Absorbency), and T456 (West Tensile Strength)

5. Manufacture's Name

6. Manufacturer's Stock Number and Data Sheet

7. Percentage of Recycled material and Post Consumer Waste (PCW)

Note: The bidder will indicate accurate data on the Proposal Pages regarding the physical specification above, if information is not provided with proposal, the bid may be found non-responsive and may be rejected.

SC-12 AUTHORIZED DEALER/DISTRIBUTOR

The Contractor must be the manufacturer or an authorized stocking dealer/distributor of the proposed Paper Towels and/or Toilet Tissue products. Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, Whose decision will be binding.

SC-13 INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the Paper Towels and/or Toilet Tissue products listed in the Proposal, are delivered within fourteen (14) days after receipt of a Purchase Oder. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Failure of the Contractor to meet the above stated delivery requirements will be an event of default under 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 Cook County Purchasing Agent, whose decision will be binding.

SPECIAL CONDITIONS

SC-14 DELIVERY LOCATIONS

All deliveries shall be made at a minimum to the following locations:

D.O.C. JAIL COMPLEX 2650 S. CALIFORNIA AVENUE CHICAGO, IL 60608	COOK COUNTY POWERHOUSE 3045 S. SACRAMENTO AVENUE CHICAGO, IL 60623
FORENSIC INSTITUTE OF MEDICINE 2121 WEST HARRISON STREET CHICAGO, IL 60612	JUVENILE TEMPORARY DETENTION CENTER 1100 S. HAMILTON STREET CHICAGO, IL 60612
COOK COUNTY WAREHOUSE 2323 S. ROCKWELL AVENUE CHICAGO, IL 60608	1ST DISTRICT COURT 555 W. HARRISON CHICAGO, IL. 60607
2ND DISTRICT COURT 5600 OLD ORCHARD RD. SKOKIE, IL. 60076	3RD DISTRICT COURT 2121 EUCLID AVE. ROLLING MEADOWS, IL 60008
4TH DISTRICT COURT 1500 S. MAYBROOK DR. MAYWOOD, IL. 60153	5TH DISTRICT COURT 10202 SOUTH 76TH AVE. BRIDGEVIEW, IL. 60453
6TH DISTRICT COURT 16501 S. KEDZIE PARKWAY MARKHAM, IL. 60426	COOK COUNTRY BLDG.. 118 N. CLARK ST. CHICAGO, IL. 60602
HAWTHORNE WAREHOUSE 4545 W. CERMAK ROAD CHICAGO, IL 60623	3RD DISTRICT HIGHWAY DEPARTMENT 26TH STREET & BEACH AVE LaGRANGE PARK, IL 60525

Cook County reserves the right to add or delete additional locations at no additional charge.

SPECIAL CONDITIONS

SC-15 DELIVERY INSTRUCTIONS

Vendor is responsible for inside delivery. Deliveries must be made within fourteen (14) business days after order placement by the Cook County.

The loading dock at the Juvenile Temporary Detention Center will not accommodate a tractor trailer delivery truck

All product is to be delivered on pallets, no side pallets to be used.

Product to be delivered in truck load quantities as needed by department.

SC-16 DELIVERY INSTRUCTIONS FOR DALEY CENTER/COOK COUNTY BUILDING

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 "Request for Dock Access" form located on page SC-8. 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.

SPECIAL CONDITIONS

REQUEST FOR DOCK ACCESS
RICHARD J. DALEY CENTER
(48 Hour Notice Required/No Exceptions)

Date(s) of Delivery:	Time:

Delivery Company/Agency:	Contact:
Address:	Phone:

Items to be Delivered:

Intended Delivery Location (please check one):

Building	X	Room	Contact:	Phone No. of Contact:
Daley Center				
City Hall				
County Building				

FAX COMPLETED FORM TO OFFICE OF THE BUILDING at (312) 603 – 6950
Security Command Center (312) 603-3471

Dock access will only be granted to companies that have a certificate of insurance on file with the Office of the Building.

For Insurance requirements contact MB Real Estate @ (312) 603-7980

To be filled out by Daley Center Security **ONLY**:
DELIVERY PERSONNEL INFORMATION:

Date:	**Time:**

	Last	**First**	**Middle**
Driver			
Helper			

License No.		State:

VEHICLE INFORMATION:

Vehicle	Make:	Model:	Year:

License Plate	No.:	State:

Transport License	No.:

SC-17 NOTIFICATION

Do not deliver until notified by Using Department.

SC-18 SAMPLES

As per Instructions to Bidders Section IB-20, Samples of the Toilet Tissue and Paper Towels, must be submitted **within two (2) days** of the bid opening. Samples shall include one (1) roll of toilet tissue and one (1) package of paper towels, for each item.

Each Item shall be marked with the Bidders Name, Procurement Number, Manufacturer Name, and Manufacturer Number. Samples submitted must match the items stated on the proposal pages.

Samples shall be sent to:
COOK COUNTY OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET – ROOM 1018
CHICAGO, IL 60602
ATTN: LILLIAN LEE

SPECIFICATIONS

SECTION 1- PAPER TOWELS & TOILET TISSUE - RECYCLED

The fiber in the paper towels shall be at least 40% to 100% recovered content and 40% to 60% post-consumer content material by weight.

The fiber in toilet tissue shall be at least 20% - 100% recovered content and 20% to 60% post- consumer content.

Bidders are invited to propose, where applicable, higher than the mandated recycled content percentage for the recycled content products listed below.

ITEM NO. 1: PAPER TOWELS - RECYCLED

A. Multifold
B. color: Brown
C. Size: (unfolded size range) 9.00" by 9.50" to 9.50" by11.00"
(folded size range) 9.00" by 3.20" to 9.50" by 4.00"
D. 250 towels per package, 16 packages per case, 4,000 towels per case

ITEM NO. 2: PAPER TOWELS – RECYCLED

A. Single-fold, wet strength
B. Color: Brown
C. Size: 9.50" W x 10.50"L
D. 250 sheets per bundle, 16 bundles per case, 4000 towels per case

ITEM NO. 3: PAPER TOWELS – RECYCLED

A. C-fold
B. Color: White
C. Size: 10.25"L x 13.25"W
D. 200 sheets per bundle, 12 bundles per case, 2400 towels per case
or equivalent.

ITEM NO. 4: PAPER TOWELS – RECYCLED

A. Paper roll
B. Color: White
C. Size: 8"W x 600'L
D. Non-perforated, 6 rolls per case

ITEM NO. 5: PAPER TOWELS – RECYCLED

A. Paper roll, 1-ply
B. Color: White
C. Size: 10"W x 800'L
D. 1.6" core size and 8" roll diameter
E. Non-perforated towels, 6 rolls per case
F. Specifically designed to be used with the wall mounted Enmotion Touch-Free Dispenser, Model No. 59460

SPECIFICATIONS

SECTION 1- PAPER TOWELS & TOILET TISSUE - RECYCLED

ITEM NO. 6: PAPER TOWELS – RECYCLED

A. Shop hand towel
B. Color: White
C. Size: 12.5"W x 13"L
D. 76 wipes to a package, 12 packages to a case, 912 towels per case

ITEM NO. 7: TOILET TISSUE - RECYCLED

A. 2 ply
B. Color: White
C. Size: 4.5"L x 3.75"W to 4.5"L x 4.0"W, no other sizes allowed
D. 500 sheets per roll, 96 rolls per case

ITEM NO. 8: TOILET TISSUE – RECYCLED

A. 1 ply
B. Color: White
C. Size: 4.4"L x 3.75"W
D 1,000 sheets per roll, 96 rolls per case
E. Facial quality

ITEM NO. 9: JUMBO SIZE TOILET TISSUE - RECYCLED

A. 1 ply
B. Color: White
C. Size: 3.7" W x 4,000'L
D. Six (6) rolls per case

SPECIFICATIONS

SECTION 2- PAPER TOWELS & TOILET TISSUE - 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 without chlorine or chlorine derivatives, or virgin paper which is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives.

The fiber in paper towels shall be at least 40% to 100% recovered content and 40% to 60% post consumer content material by weight.

The fiber in bathroom tissue shall be at least 20% - 100% recovered content and 20% to 60% post consumer content.

When products are whitened, the first choice would be products that are processed chlorine free (PCF) to allow recycled content in products.

The product (not including packaging) shall not contain any added pigments, inks, dyes, or fragrances.

Deinking of Recovered Paper:
The County prefers to avoid the procurement of recovered paper that has been deinked using a solvent containing chlorine, or any chemicals listed by the U.S. Environmental Protection Agency under Section 313 of the Emergency Planning and Community Right to Know Act.

Bleaching:
The County prefers to avoid the procurement of recovered paper that has been bleached with either chlorine or any of it derivatives (such as hypochlorite and chlorine dioxide).

Bidders are invited to propose, where applicable, higher than the mandated recycled content percentage for the recycled content products listed below.

ITEM NO. 1: PAPER TOWELS – RECYCLED AND PROCESSED CHLORINE – FREE

A. Multifold
B. color: Brown
C. Size: (unfolded size range) 9.00" by 9.50" to 9.50" by11.00"
(folded size range) 9.00" by 3.20" to 9.50" by 4.00"
D. 250 towels per package, 16 packages per case, 4,000 towels per case

ITEM NO. 2: PAPER TOWELS – RECYCLED AND PROCESSED CHLORINE – FREE

A. Single-fold, wet strength
B. Color: Brown
C. Size: 9.50" W x 10.50"L
D. 250 sheets per bundle, 16 bundles per case, 4000 towels per case

SPECIFICATIONS

SECTION 2- PAPER TOWELS & TOILET TISSUE - RECYCLED AND PROCESSED CHLORINE – FREE

ITEM NO. 3: PAPER TOWELS – RECYCLED AND PROCESSED CHLORINE – FREE

A. C-fold
B. Color: White
C. Size: 10.25"L x 13.25"W
D. 200 sheets per bundle, 12 bundles per case, 2400 towels per case or equivalent.

ITEM NO. 4: PAPER TOWELS – RECYCLED AND PROCESSED CHLORINE – FREE

A. Paper roll
B. Color: White
C. Size: 8"W x 600'L
D. Non-perforated, 6 rolls per case

ITEM NO. 5: PAPER TOWELS – RECYCLED AND PROCESSED CHLORINE – FREE

A. Paper roll, 1-ply
B. Color: White
C. Size: 10"W x 800'L
D. 1.6" core size and 8" roll diameter
E. Non-perforated towels, 6 rolls per case or equivalent
F. Specifically designed to be used with the wall mounted Enmotion Touch-Free Dispenser, Model No. 59460

ITEM NO. 6: PAPER TOWELS – RECYCLED AND PROCESSED CHLORINE – FREE

A. Shop hand towel
B. Color: White
C. Size: 12.5"W x 13"L
D. 76 wipes to a package, 12 packages to a case, 912 towels per case

ITEM NO. 7: TOILET TISSUE RECYCLED AND PROCESSED CHLORINE – FREE

A. 2 ply
B. Color: White
C. Size: 4.5"L x 3.75"W to 4.5"L x 4.0"W, no other sizes allowed
D. 500 sheets per roll, 96 rolls per case

SPECIFICATIONS

SECTION 2- PAPER TOWELS & TOILET TISSUE - RECYCLED AND PROCESSED CHLORINE – FREE

ITEM NO. 8: TOILET TISSUE – RECYCLED AND PROCESSED CHLORINE – FREE

C. 1 ply
D. Color: White
C. Size: 4.4"L x 3.75"W
D 1,000 sheets per roll, 96 rolls per case
E. Facial quality

ITEM NO. 9: JUMBO SIZE TOILET TISSUE – RECYCLED AND PROCESSED CHLORINE – FREE

E. 1 ply
F. Color: White
G. Size: 3.7" W x 4,000'L
H. Six (6) rolls per case

CONTRACT NO. 11-85-53

PROPOSAL

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. 11-85-53 for TOILET TISSUE AND PAPER TOWELS for VARIOUS COOK COUNTY AGENCIES, and that they have familiarized themselves with all the conditions under which it must be carried out and understands that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

SECTION 1: RECYCLED PAPER TOWELS AND TOILET TISSUE

ITEM NO.	QTY.	MEASURE	DESCRIPTION
1.	12,000	CASE	PAPER TOWELS, 250 TOWELS PER PACK, 16 PACKS PER CASE, 4,000 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 14.58 /CS. $ 174,960.00 /TOTAL MFR. NATIONAL TISSUE COMPANY MFR. NO. NTC 501
2.	2,750	CASE	PAPER TOWELS, 250 TOWELS PER PACK, 16 PACKS PER CASE, 4,000 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 16.64 /CS. $ 45,760.00 /TOTAL MFR. NATIONAL TISSUE COMPANY MFR. NO. NTC 401

NOT ACCEPTED

NOT ACCEPTED

CONTRACT NO. 11-85-53

PROPOSAL

ITEM NO.	QTY.	UNIT OF MEASURE	DESCRIPTION
3.	3,436	CASE	PAPER TOWELS, 200 SHEETS PER BUNDLE, 12 BUNDLES PER CASE, 2,400 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 14.66 /CS. $ 50,371.76 /TOTAL MFR. NATIONAL TISSUE COMPANY MFR. NO. NTC 611
4.	50	CASE	PAPER TOWELS 8" x 600' ROLL, 6 ROLLS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 43.00 /CS. $ 2,150.00 /TOTAL MFR. NATIONAL TISSUE COMPANY MFR. NO. NTC 216
5.	50	CASE	PAPER TOWELS 10" x 800' ROLL, 6 ROLLS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 75.97 /CS. $ 3,798.50 /TOTAL MFR. GEORGIA PACIFIC MFR. NO. GP 89460

NOT ACCEPTED

NOT ACCEPTED

NOT ACCEPTED

CONTRACT NO. 11-85-53

PROPOSAL

ITEM NO.	QTY.	UNIT OF MEASURE	DESCRIPTION
6.	70	CASE	PAPER TOWELS, 76 WIPES PER PACK, 12 PACKS PER CASE, 912 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 44.38 /CS. $ 3,106.60 /TOTAL MFR. SELLARS MFR. NO. Z-CELL 600
7.	7,440	CASE	TOILET TISSUE, 500 SHEETS PER ROLL, 96 ROLLS PER CASE, 2 PLY, AS PER SPECIFICATIONS HEREIN. $ 34.37 /CS. $ 255,712.80 /TOTAL MFR. ATLAS PAPER MILLS MFR. NO. APM 250
8.	18,700	CASE	TOILET TISSUE, 1000 SHEETS PER ROLL, 96 ROLLS PER CASE, 1 PLY, AS PER SPECIFICATIONS HEREIN. $ 36.99 /CS. $ 691,713.00 /TOTAL MFR. ATLAS PAPER MILLS MFR. NO. APM125

NOT ACCEPTED

NOT ACCEPTED

NOT ACCEPTED

6/6/11

CONTRACT NO. 11-85-53

PROPOSAL

ITEM NO.	QTY.	UNIT OF MEASURE	DESCRIPTION
9.	1,000	CASE	TOILET TISSUE, JUMBO SIZE 6 ROLLS PER CASE, 1 PLY, AS PER SPECIFICATIONS HEREIN. $ 23.62 /CS. $ 23,620.00 /TOTAL MFR. ATLAS PAPER MILLS MFR. NO. APM 740

NOT ACCEPTED

CONTRACT NO. 11-85-53

PROPOSAL

SECTION 2: RECYCLED PROCESSED CHLORINE FREE PAPER TOWELS AND TOILET TISSUE

ITEM NO.	QTY.	UNIT OF MEASURE	DESCRIPTION
1.	12,000	CASE	PAPER TOWELS, 250 TOWELS PER PACK, 16 PACKS PER CASE, 4,000 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 14.58 /CS. $ 174,960.00 /TOTAL MFR. NATIONAL TISSUE COMPANY MFR. NO. NTC 501
2.	2,750	CASE	PAPER TOWELS, 250 TOWELS PER PACK, 16 PACKS PER CASE, 4,000 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 16.64 /CS. $ 45,760.00 /TOTAL MFR. NATIONAL TISSUE COMPANY MFR. NO. NTC 401
3.	3,436	CASE	PAPER TOWELS, 200 SHEETS PER BUNDLE, 12 BUNDLES PER CASE, 2,400 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN. $ 14.66 /CS. $ 50,371.76 /TOTAL MFR. NATIONAL TISSUE COMPANY MFR. NO. NTC 611

NOT ACCEPTED

NOT ACCEPTED

ACCEPTED

PROPOSAL

4. 50 CASE

PAPER TOWELS 8" x 600' ROLL, 6 ROLLS PER CASE, AS PER SPECIFICATIONS HEREIN.

$ 43.00 /CS.

$ 2,150.00 /TOTAL

MFR. NATIONAL TISSUE COMPANY

MFR. NO. NTC 216

NOT ACCEPTED

5. 50 CASE

PAPER TOWELS 10" x 800' ROLL, 6 ROLLS PER CASE, AS PER SPECIFICATIONS HEREIN.

$ 75.97 /CS.

$ 3,798.50 /TOTAL

MFR. GEORGIA PACIFIC

MFR. NO. GP 89460

NOT ACCEPTED

6. 70 CASE

PAPER TOWELS, 76 WIPES PER PACK, 12 PACKS PER CASE, 912 TOWELS PER CASE, AS PER SPECIFICATIONS HEREIN.

$ 44.38 /CS.

$ 3,106.60 /TOTAL

MFR. SELLARS

MFR. NO. Z-CELL 600

NOT ACCEPTED

CONTRACT NO. 11-85-53

PROPOSAL

7. 7,440 CASE

TOILET TISSUE, 500 SHEETS PER ROLL, 96 ROLLS PER CASE, 2 PLY, AS PER SPECIFICATIONS HEREIN.

NOT ACCEPTED

$ 34.37 /CS.

$ 255,712.80 /TOTAL

MFR. ATLAS PAPER MILLS

MFR. NO. APM 250

8. 18,700 CASE

TOILET TISSUE, 1000 SHEETS PER ROLL, 96 ROLLS PER CASE, 1 PLY, AS PER SPECIFICATIONS HEREIN.

NOT ACCEPTED

$ 36.99 /CS.

$ 691,713.00 /TOTAL

MFR. ATLAS PAPER MILLS

MFR. NO. APM 125

9. 1,000 CASE

TOILET TISSUE, JUMBO SIZE 6 ROLLS PER CASE, 1 PLY, AS PER SPECIFICATIONS HEREIN.

NOT ACCEPTED

$ 23.62 /CS.

$ 23,620.00 /TOTAL

MFR. ATLAS PAPER MILLS

MFR. NO. APM 740

CONTRACT NO. 11-85-53

PROPOSAL

DELIVERY DATE: 1 TO 7 CALENDAR DAYS
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. 1 Date: APRIL 20, 2011

Addendum No. 2 Date: APRIL 27, 2011

Addendum No. 3 Date: MAY 4, 2011

Addendum No. 4 Date: MAY 19, 2011

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: APRIL 20, 2011

TOILET TISSUE & PAPER TOWELS
FOR
VARIOUS COOK COUNTY AGENCIES

CONTRACT NO. 11-85-53

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, 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, unaltered provisions shall remain in effect.

B. Bid form: Acknowledge receipt of this addendum in space provided on bid form. 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.

E. <u>Pre-Bid Conference Attendee Sign-In Sheet / Monday, April 18, 2011</u>

See attachment.

Maria de Lourdes Coss

ORIGINATED BY:
Lillian Lee
Specification Engineer

Maria de Lourdes Coss, CPPO BR
Purchasing Agent of Cook County

PRE-BID CONFERENCE ATTENDEE SIGN-IN SHEET

Toilet Tissue & Paper Towels

Buyer's Name: Lillian Lee
Procurement Number: Contract No.11-85-53
Conference Date: Monday, April 18, 2011
Conference Location: Cook County Building, 118 N. Clark St. Chicago, IL. Room 1018

Attendee Name: Jennifer Johnstone
Company Name: AZTEC Supply Corp.
Company Address: 5024 W. 67th St
CHICAGO, IL 60638
Telephone: 708 594-6080
Fax: 708 594-6088
E-Mail: AZTECSOX@AOL.COM
Please print clearly

AZTEC SUPPLY CORP.
Daniel J. Marquez
President
5024 West 67th Street
Chicago, IL 60638
Phone: (708) 594-6080
Fax: (708) 594-6088
aztecsox@aol.com
aztecsox@sprint.blackberry.net
Vendor No. 11933
MBE/DBE

Attendee Name: MATTHEW L. SIEGEL
Company Name: INLANDER BROTHERS INC
Company Address: 7701 S CLAREMONT
CHICAGO IL 60620
Telephone: 708 710 134.9
Fax: 773 778 5044
E-Mail: MATTSELLSPAPER@COMCAST.NET
Please print clearly

Matt Siegel
Sales Representative
Direct Phone 708-710-1349
MattSellsPaper@comcast.net
Since 1912
QUALITY PAPERS
INLANDER BROTHERS INC.
7701 South Claremont Avenue
Chicago, Illinois 60620
www.inlanderbrothers.com
773/778-1600
Fax 773/778-5044
"MORE THAN JUST A PAPER COMPANY!"

Attendee Name: RONALD ROSE
Company Name: Cook County Facilities mgt.
Company Address: Juvenile D. Center
Telephone: 312-433-5474
Fax:
E-Mail:
Please print clearly

Darrell Laszewski
Sales Coordinator
570 West Lamm Road
Freeport, Illinois 61032
Phone (815) 235-7181
Cell (815) 291-4848
Fax (815) 235-7180
dlaszewski@malcolmeaton.org

Attendee Name: LORETTA LOPEZ
Company Name: COUNTY CLERK
FOR R. FARELLA
Company Address: 69 W. Washington
Telephone: 312·603·0927
Fax: 312· 603· 9995
E-Mail:
Please print clearly

{Business Card}

Attendee Name: Mary Phelps
Company Name: T and N Services
Company Address: 318 W Adams
Chgo, IL
60606
Telephone: (312) 641-5850
Fax: (312) 641-5851
E-Mail: MPhelps@TNChicagoInc.c
Please print clearly

T & N CHICAGO INC.
Distributors
Industrial Products
Workplace Furniture Design

SHERI WILLIAMS
Director of Purchasing Operations

318 W. Adams
Suite 1704
Chicago, IL 60606
(312) 641-5850
Cell (708) 653-7769
FAX (312) 641-5851

swilliams@tnchicagoinc.com
www.tnchicagoinc.com
MBE Certified

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:
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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

CHEMCRAFT Industries

2345 W. Roscoe St.
Chicago, Illinois 60618
(773) 929-6800
FAX (773) 929-3925

Marty Munvez, I.C.E.
President
marty@chemcraftind.com

Distributors of Sanitation Supplies & Paper Products

CIMS

www.chemcraftind.com

Attendee Name: TRACEY L. QUALLS
Company Name: COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER
Company Address: 1100 S. HAMILTON CHICAGO, IL
Telephone: 312-433-7921
Fax: 312-433-5236
E-Mail: tracey.qualls@cookcountyil.gov
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}

Attendee Name: _____
Company Name: _____
Company Address: _____
Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

{Business Card}

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. 2

DATE: APRIL 27, 2011

TOILET TISSUE & PAPER TOWELS
FOR
VARIOUS COOK COUNTY AGENCIES

CONTRACT NO. 11-85-53

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

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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.

E. Below are Question and Answers from the Pre-bid Conference:

1. Question: Do you require the specific brand or will equals be accepted?

   Answer: Yes. Per IB-16 Trade Names, "or equal" items will be accepted. Equal items will be accepted as long as it meets the Specifications as outlined in the Specifications Pages. Samples will be required.

2. Question: Do vendors need to bid on ALL items in a section in order to be considered responsive.

   Answer: Yes, bidders must bid all lines in a section for consideration.

3. Question: Will there be minimum orders?

   Answer: There will not be a set minimum or maximum order. However, the major user departments will place orders on a regular basis.

   The following is based on an anticipated requests from the departments for every four to eight weeks.

   1. The Bureau of Facilities Management Custodial Department - Truck Load
   2. The Department of Corrections - Truck Load
   3. The Forensic Institute of Medicine - approximate minimum orders 20 to 30 cases
   4. The Juvenile Temporary Detention - approximate minimum orders 30 to 40 cases

   Please note these are estimated quantities and Cook County will not be governed by these approximate estimates.

4. Question: Who will determine if a contractor meets the requirement as a manufacturer or an authorized stocking dealer/distributor?

   Answer: The Contractor's compliance with these requirements will be determined by the Purchasing Agent, whose decision will be binding. Please submit all relevant materials to demonstrate your firm's compliance with the specifications.

Maria de Lourdes Coss

ORIGINATED BY:
Lillian Lee
Specification Engineer

Maria de Lourdes Coss, CPPO
Purchasing Agent of Cook County

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. 2

DATE: APRIL 27, 2011

TOILET TISSUE & PAPER TOWELS
FOR
VARIOUS COOK COUNTY AGENCIES

CONTRACT NO. 11-85-53

TO: ALL BIDDERS OF RECORD

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   Answer: Yes. Per IB-16 Trade Names, "or equal" items will be accepted. Equal items will be accepted as long as it meets the Specifications as outlined in the Specifications Pages. Samples will be required.

2. Question: Do vendors need to bid on ALL items in a section in order to be considered responsive.

   Answer: Yes, bidders must bid all lines in a section for consideration.

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   2. The Department of Corrections - Truck Load
   3. The Forensic Institute of Medicine - approximate minimum orders 20 to 30 cases
   4. The Juvenile Temporary Detention - approximate minimum orders 30 to 40 cases

   Please note these are estimated quantities and Cook County will not be governed by these approximate estimates.

4. Question: Who will determine if a contractor meets the requirement as a manufacturer or an authorized stocking dealer/distributor?

   Answer: The Contractor's compliance with these requirements will be determined by the Purchasing Agent, whose decision will be binding. Please submit all relevant materials to demonstrate your firm's compliance with the specifications.

Maria de Lourdes Coss

ORIGINATED BY:
Lillian Lee
Specification Engineer

Maria de Lourdes Coss, CPPO
Purchasing Agent of Cook County

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. 3

DATE: MAY 4, 2011

TOILET TISSUE & PAPER TOWELS
FOR
VARIOUS COOK COUNTY AGENCIES

CONTRACT NO. 11-85-53

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, 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, unaltered provisions shall remain in effect.

B. Bid form: Acknowledge receipt of this addendum in space provided on bid form. 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.

E. <u>The following changes are being made to the bid document</u>:

1. Change from: Remove cover page.

   Change to: Insert cover page.

2. The bid opening date has changed from May 5, 2011 to June 7, 2011.

Maria de Lourdes Coss

Maria de Lourdes Coss, CPPO BR
Purchasing Agent of Cook County

ORIGINATED BY:
Lillian Lee
Specification Engineer

BIDDER:_____

CONTRACT FOR SUPPLY

DOCUMENT NO. 11-85-53

TOILET TISSUE & PAPER TOWELS
FOR
VARIOUS COOK COUNTY AGENCIES

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON TUESDAY, JUNE 7, 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: LILLIAN LEE, SPECIFICATION ENGINEER, AT 312-603-6824
EMAIL: lillian.lee@cookcountyil.gov

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

04061 REQ. #10300052 0407/II

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. 4

DATE: MAY 19, 2011

TOILET TISSUE & PAPER TOWELS
FOR
VARIOUS COOK COUNTY AGENCIES

CONTRACT NO. 11-85-53

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, 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, unaltered provisions shall remain in effect.

B. Bid form: Acknowledge receipt of this addendum in space provided on bid form. 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.

E. <u>The following changes are being made to the bid document</u>:

1. Special Conditions Page SC-1 and SC-2.

   Change from: Remove Special Conditions Page SC-1 and SC-2.

   Change to: Insert attached Special Conditions Page SC-1A and SC-2A.

   The Basis of Award has changed.

2 Proposals Pages

   Change from: Remove Proposals Pages P-4, P-7, and P-8.

   Change to: Insert attached Proposals Pages P-4A, P-7A and P-8A.

   The grand total has been removed from these pages. The bid will be awarded by line item.

F. <u>Vendors who downloaded this bid document:</u>

See attachment.

Maria de Lourdes Coss

Maria de Lourdes Coss, CPPO/BIL
Purchasing Agent of Cook County

ORIGINATED BY:
Lillian Lee
Specification Engineer

11-85-053, TOLIET TISSUE & PAPER TOWELS - VARIOUS COOK COUNTY DEPARTMENTS, Date Posted 2011-04-12, Bid Open 2011-06-07

A & M Services, 2110 Sunset Lane, South Holland, IL Contact Person: Almedia Freeman Tel: 708 969-2646 Fax: 708 895-2756

Alina Imports Inc, 3418 N Page Ave, First Floor, Chicago, IL Contact Person: shahjehan Qureshy Tel: 7739317555 Fax: 773 589 9425

All Pro Resources, 500 Waters Edge, Suite 300, Lombard, IL Contact Person: Maria Marino Tel: 630-925-1815 Fax: 630-925-1814

AMC Commodities International ltd, po box 1108, Clarkston, MI Contact Person: John Stottlemyer Tel: 810-694-2401 Fax: 248-394-0631

America's Dog, 2300 N Lincoln Ave., Chicago, IL Contact Person: Amit Gauri Tel: 773 617 4104 Fax: 773 303 8833

American Heritage Supplies, 1545 S. Oak Park Ave, Berwyn, IL Contact Person: Robert Velasquez Jr. Tel: 708-749-7600 Fax: 708-749-0268

American Textile Systems, 13151 Midway Place, Cerritos, CA Contact Person: Julia Weber Tel: 562-229-0036 Fax: 562-229-0597

AMS Medical Supplies, Inc, 48 East Ave, Streamwood, IL Contact Person: Shahnaz Altaf Tel: 630-524-9402 Fax: 630-524-9402

Anchor Building Services, 3030 W. Chicago Ave., Chicago, IL Contact Person: Robin Beadle Tel: 773-533-3030 Fax: 773-533-3490

arrow lumber co, 200 e 130th street, chicago, IL Contact Person: mark piazza Tel: 7732647144 Fax: 7732647414

Aztec Supply Corp., 5024 W 67th Street, Chicago, IL Contact Person: Daniel Marquez Tel: 708-594-6080 Fax: 708-594-6088

Balton Corporation, 8008 S. South Chicago Ave, Chicago, IL Contact Person: Shari Wilson Tel: 773-933-7929 Fax: 773-933-8642

bcbms,inc, 601 paris ave, oswego, IL Contact Person: nelson acevedo Tel: 630-340-5082 Fax: none

BEK Distributing Inc., 5324B N. Kedzie, Chicago, IL Contact Person: Warda Mikhail Tel: 773583-6655 Fax: 773 583-6615

BIDNET, 20A RAILROAD AVENUE, ALBANY, NY Contact Person: NANCE RIVERS Tel: 800-677-1997 Fax: 800-721-6985

BidOcean, PO Box 40445, Grand Junction, CO Contact Person: Etic Johnson Tel: 866-347-9657 Fax:

Boritex Inc., PO Box 171088, Arlington, TX Contact Person: Jose Ramos Tel: 8174671237 Fax:

BPC, 437 E 103rd, CHICAGO, IL Contact Person: ROCHELLE GARY Tel: 7735689900 Fax: 7735689894

Cambridge Commerical Facilities Maintenance, 915 W. 175th street, Homewood, IL Contact Person: Dena Taylor Tel: 708-572-6081 Fax: 708-248-8390

Career Advancement Network, 20 E. Jackson, 10th Floor, Oak Park, IL Contact Person: Mark Kaufman Tel: 3123569159 Fax:

Chemcraft Industries, 2345 W. Roscoe, Chicago, IL Contact Person: Marty Munvez Tel: Marty Munvez Fax: (773)929-3925

Chicago Green Office Company, 1822 S Bishop Street, Chicago, IL Contact Person: Joanna Davidson Tel: 312-455-9343 Fax: 312-455-9342

Chicago United Industries, Ltd., 53 W. Jackson Blvd., Suite 1450, Chicago, IL Contact Person: Winnie Lee Tel: George Loera Fax: 312-786-1026

colorwerksincorporated, 13445 s ave k, chicago, IL Contact Person: bella sacramento Tel: 7735072943 Fax: 7736461063

Complete Supply Solutions, 8033 Barrymore Drive, Darien, IL Contact Person: Donna Foley Tel: 630-254-9328 Fax: 630-985-6710

Cosar International Corp., 23881 via Fabricante #523, MISSION VIEJO, CA Contact Person: sherry chen Tel: 949-455-1548 Fax: 949-454-8842

Cragin Industrial Supply, 2021 N Laramie ave, Chicago, IL Contact Person: Rob Szafraniec Tel: 773-237-4170 Fax: 773-237-6754

D2 Distributors, LLC, 3089-C clairemont Dr #482, San Diego, CA Contact Person: Devin Henderson Tel: 619-819-2795 Fax: 619-272-0420

DEB USA, 910 Glasgow Lane, Crystal Lake, IL Contact Person: Chris Kelly Tel: 1 (847) 814-7522 Fax: 1 (815) 788-7309

DEE COMPANY, 3505 S. Morgan, 403, Chicago, IL Contact Person: dennis schaade Tel: 773-307-0537 Fax:

Deg Contracting, P.O. Box 500, Jefferson Valley, NY Contact Person: Maria Deg Tel: 8004313073 Fax:

EBS Supply, 121 Broadway, Suite 652, San Diego, CA Contact Person: Gilbert West Tel: (619) 234-6944 Fax: (619) 234-6943

Electronic Auction Services, Inc., 77 Milford Drive, Hudson, OH Contact Person: Scott Patterson Tel: 3309314686 Fax:

Equity Industrial Supply, Inc, 1101 N Ellsworth Ave, Villa Park, IL Contact Person: Robert Butler Tel: 630-834-1003 Fax: 630-834-3099

Falcon Road Maintenance Equipment, Inc., 120 Waldo Ave, Midland, MI Contact Person: Gretchen Groulx Tel: 989 495 9332 Fax: 989 495 9342

Flavorseal, LLC, 35179 Avon Commerce Parkway, Avon, OH Contact Person: Jennifer Shepherd Tel: 440-937-3900 Fax: 440-937-3901

Geralex, Inc., 2361 S. State St, Suite 1144, Chicago, IL Contact Person: Gerry Alvarado Tel: (312) 942-0002 Fax: (312) 284-5895

globe medical surgical supply, 17939 Chappel Avenue, Lansing, IL Contact Person: babette adair Tel: 708-474-4488 Fax: 708-474-4574

GOLD EDGE SUPPLY INC, 1849 ELMDALE AVENUE, GLENVIEW, IL Contact Person: JAY GOLDSMITH Tel: 847-486-0004 Fax: 847-486-0008

Hampton's Miller China & Glass Co., Inc., 3930 West Roosevelt Road, Chicago, IL Contact Person: Claude Hampton, Jr. Tel: (773) 722-3552 Fax: (773) 722-

hawk ford of oak lawn, 6100 95th street, oak lawn, IL Contact Person: leonard cousineau Tel: 708-233-7916 Fax:

HD Supply Facilities Maintenance, LTD., 10641 Scripps Summit Ct., San Diego, CA Contact Person: David Arnold Tel: 858-831-2588 Fax: 858-831-2687

HD Supply FM, 1340 Foxs Run Drive, Marysville, OH Contact Person: Kevin Potter Tel: 614-256-5097 Fax:

Herald Newspapers, Inc., 1435 E. Hyde Park Blvd., Chicago, IL Contact Person: Susan Walker Tel: 7736438533 Fax:

HP Products, 4220 Saguaro Trail, Indianapolis, IN Contact Person: Joan Gorman Tel: 800-457-0916, ext. 1225 Fax: 317-216-3440

HPC, 1122 North Dearborn, Chicago, IL Contact Person: Hilton Hudson Tel: 3129611517 Fax:

Hubbard Associates, 1720 S Michigan Suite 2905, Chicago, IL Contact Person: Wale Emmanuel Tel: 773-454-1877 Fax:

Indi Enterprise, Inc., 535 Chippewa Trail, Carol Stear, IL Contact Person: Naresh Gandhi Tel: 630-462-6980 Fax:

Industrial Soap Company, 722 S. Vandeventer Avenue, St. Louis, MO Contact Person: Linda Tebbe Tel: 314-241-6363 Fax: 314-533-5556

inlander brothers, 7701 s. claremont ave., chicago, IL Contact Person: ed hawking Tel: 773 778 1600 Fax: 773 778 5044

Inlander Brothers Inc, 7701 S Claremont, Chicago, IL Contact Person: Matthew Siegel Tel: 773 778 1600 Fax: 773 778 5044

INPUT, 10790 Parkridge blvd, Reston, VA Contact Person: Timothy Brett Tel: 703-707-3500 Fax:

Inter-City Supply Co., Inc, 8830 S Dobson Ave, Chicago, IL Contact Person: Laura Henderson Tel: 773-731-8007 Fax: 773-731-9115

intercity supply, 8830 s. dobson, chicago, IL Contact Person: amber smith Tel: 773-221-7270 Fax: 773-221-7570

JCP Supply Co., 1701 S. Mays, Round Rock, TX Contact Person: Cheryl White Tel: 512-712-4185 Fax: 512-244-2322

Justice Packaging, Corp, 202 Bourne Blvd., Savannah, GA Contact Person: Tina Hill Tel: 912-748-6466 Fax: 912-748-6267

Kash Industries, Inc., 7133 Golf Road, Morton Grove, IL Contact Person: Ferozali Devani Tel: 847-962-4359 Fax: 8472397451

kmi supplies, 3020 malmo rd, arlington heights, IL Contact Person: friedrich raz Tel: 7738183800 Fax: 8155245572

KMI Supplies, 3020 Malmo Drive, Arlington Hts, IL Contact Person: Bud Peth Tel: 847-228-8300 Fax: 847-290-9471

KMI Supplies,Inc., 3020 Malmo Drive, Arlington Heights, Ill., IL Contact Person: Wali Karim Tel: 773-488-0566 Fax: 773-488-0991

LA Foods, LLC, 7301 Topanga Canyon Blvd., Canoga Park, CA Contact Person: Judy Anzaldo Tel: 818-587-3757 Fax: 818-587-3767

LPscientific, 947 S Arcade, Freeport, IL Contact Person: Joseph Cardoso Tel: 815-232-9600 Fax: 815-232-9300

Malcolm Eaton Enterprises, 570 West Lamm Road, Freeport, IL Contact Person: Darrell Laszewski Tel: 815-291-4848 Fax: 815-235-7180

Matw, 139 Enclave cir unit b, bolingbrook, IL Contact Person: marc thurman Tel: 7082438519 Fax:

Meadows Office Supply, 1208 remington road, schaumburg, IL Contact Person: sandra wong Tel: 8477818850 Fax:

memco, 10701 e winner road, independence, MO Contact Person: bob niemeyer Tel: 8008215554 Fax: 8168335253

MEMCO Inc., 296 Carlton road, Hollister, MO Contact Person: glen carlsen Tel: 800-766-5651 Fax: 417-334-6684

Mid America Taping Reeling, 121 Exchange Blvd, Glendale Heights, IL Contact Person: Dale Rondinelli Tel: 630-629-6646 Fax: 630-871-2311

MSC Industrial Supply, 945 Edgewood Dr, Wood Dale, IL Contact Person: Ingrid Dykes Tel: 847-514-9198 Fax: 630-787-1250

Myers Tire Supply, 1293 South main Street, Akron, OH Contact Person: Shellie Killinger Tel: 330-761-6280 Fax: 330-761-6187

Myrick Consulting, PO Box 465, homewood, IL Contact Person: Michael Myrick Tel: 7087151629 Fax:

Ocuture, 2380, Houston, TX Contact Person: Craig Davis Tel: 4843002424 Fax: 8326154712

Office Depot, Office Depot, Chicago, IL Contact Person: Bob Peluso Tel: 630 871 4450 Fax: 630 653 2595

Office Depot, 515 Kehoe Blvd, Carol Stream, IL Contact Person: Ricky Jones Tel: 6303863147 Fax:

Onvia, 1260 Mercer St., Seattle, WA Contact Person: Source Management Tel: 2063739500 Fax:

Opera Solutions, 10 Exchange Place, Jersey City, NJ Contact Person: Kimberly Rescigno Tel: 2034706292 Fax:

pcs industries, 4704 w 138th street, crestwood, IL Contact Person: sean mccarthy Tel: 708-431-0576 Fax: 708-371-2429

PGC, INC, 3604 S Iron Street, chicago, IL Contact Person: SONIA Yanez Tel: 773.847.3888 Fax: 773 847.3833

phil brook inc, 12234 phil lane, glenwood, IL Contact Person: phil brook Tel: 7083310978 Fax:

Prime Vendor Inc., 4622 Cedar Avenue Suite 123, Wilmington, NC Contact Person: Laurie Melnick Tel: 800-746-9554 Fax:

Program One Professioal Building Services, In, 960 Rand Rd Suite 113C, Des Plaines, IL Contact Person: clint coronado Tel: 847-298-5953 Fax: 847-298-598

Progressive Industries, 6133 N. Northwest hwy, chicago, IL Contact Person: Dana Morimoto Tel: 773 763 9566 Fax: 773 7639587

q.c. enterprises, inc., 2722 So. Hillock Ave., chicago, IL Contact Person: sandy andritsis Tel: 312-842-0230 Fax: 312-842-0231

R.D.B. ENTERPRISES LLC, P.O. BOX 5233, KANSAS CITY, MO Contact Person: ROBERT BRANSCUMB Tel: 8005608409 Fax: 8164780595

REO Movers & Van Lines, Inc., 7001 S. South Chicago Ave., Chicago, IL Contact Person: Theresa Hughes Tel: 7737522100 Fax: 7737528134

Riteway Pump and Electric Motor Inc, 9923 s Ridgeland, Chicago Ridge, IL Contact Person: Mark Garcia Tel: 1-877-233-8003 Fax: 708-233-2115

rjb properties, 9661 W. 143rd Street, Orland Park, IL Contact Person: Charlene OConnell Tel: 708/364-1400 Fax: 708/364-14-4

Ronco Industrial Supply, 700 Frontier Way, Bensenville, IL Contact Person: William Panitch Tel: 630-238-8800 Fax: 630-238-0808

runge paper, 2201 west Arthur Avenue, elkgrove vilage, IL Contact Person: Lou Ditore Tel: 1-847-593-1788 Fax: 1-847-228-6827

Runge Paper Co., 2201 Arthur Ave., Elk Grove Village, IL Contact Person: ALLEN SMOCK Tel: 847-593-1788 Fax: 847-228-6827

SAFETY PLUS FIRE CONSULTANTS LLC, 611 Ashbrittle Drive, Rolesville, NC Contact Person: Keith Mitchell Tel: 8776507753 Fax: 9194357616

Secure Pay One, Inc., 869 Schaumburg Road #320, Schaumburg, IL Contact Person: Linda Liberatore Tel: 847-436-9006 Fax:

Sheilco, 10 Fox Tail Lane, Riverwoods, IL Contact Person: Sheila Madigan Tel: 847-459-6109 Fax: 847-459-6110

Solidia, , Chicago, IL Contact Person: Niraj Kadakia Tel: 847-971-0901 Fax:

Staples Advantage, 665 North Avenue, Lombard, IL Contact Person: Susie Parker Tel: 312-285-8567 Fax:

T&N Chicago, Inc., 318 W. Adams, Chicago, IL Contact Person: krystal robinson Tel: 3126415850 Fax:

The Standard Companies, The Standard Companies, Chicago, IL Contact Person: george bonomo Tel: 312 225 2777 Fax:

The Standard Companies, 2601 South Archer Ave, Chicago, IL Contact Person: Michael Bonomo Tel: 312-225-2777 Fax: 312-225-2964

Tifco Industries, 21400 U.S. Highway 290, Houston, TX Contact Person: Bruce Recker Tel: 708-280-1910 Fax:

Touch N Go Cleaning Janitorial & Lawn Care, 2039 West Carroll Ave., Chicago, IL Contact Person: Alanda Turner Tel: (312) 733-9318 Fax: (312) 733-9380

US Soft Wiping Cloth, Inc., 1920 industrial pike, gastonia, NC Contact Person: john stewart Tel: 704 854 9790 Fax: 704 854 8969

USABLUEBOOK, 3781 Burwood Drive, Waukegan, IL Contact Person: Chris Coughlan Tel: 847-769-3097 Fax:

Valdes LLC, 2323 Ravine Way, Glenview, IL Contact Person: Shahir Ahmed Tel: 8472081562 Fax:

Vega Industrial Products, L.L.C., 2341 Copper Ct., Romeoville, IL Contact Person: Guadalupe Vega Tel: 815-741-0400 Fax: 815-741-0444

VILLAGE TRUE VALUE HARDWARE, 835 BURLINGTON AVE., WESTERN SPRINGS, IL Contact Person: LINDA JOHNSON Tel: 708-246-0892 Fax: 708-246-279:

Westside Health Authority, 5417 West Division Street, Chicago, IL Contact Person: jacqueline reed Tel: 773-378-1878 Fax: 773-378-5035

Wholesale Liquidations, LLC d/b/a Benjamin Fo, 10098 Sandmeyer Lane, Philadelphia, IL Contact Person: David Salib Tel: 215-437-5000 ext. 101 Fax: 610-9

Wipeco Inc., 250 N. Mannheim Rd., Hillside, IL Contact Person: Justin Woycke Tel: 708-544-7247 Fax: 708-544-7248

Zainab Supplies, 6214, S Narragansett Ave, Chicago, IL Contact Person: Iqbal Vakil Tel: 773-719-1452 Fax: 773-649-1499

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 – 15
6	Sole Proprietor Signature Page	EDS 16a/b/c
7	Partnership Signature Page	EDS 17/a/b/c
8	Corporation Signature Page	EDS 18a/b/c
9	Cook County Signature Page	EDS 19

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN
Section 1

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

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

NA — Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

NA — Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

✓ — Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms**

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

MBE/WBE Firm: **ROYAL COURIER, INC**

Address: P.O. BOX 396 HINSDALE, IL 60522

E-mail: RHONDA@ROYALCOURIERINC.COM

Contact Person: RHONDA SCHROEDER Phone: 630-628-8900

Dollar Amount Participation: $ 126,989.26

Percent Amount of Participation: 10 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: **REO MOVERS & VAN LINES, INC.**

Address: 7001 S. SOUTH CHICAGO AVENUE, CHICAGO, IL 60637

E-mail: TJ@REOMOVERS-STORAGE.COM

Contact Person: THERESA (TJ) HUGHES Phone: 773-752-2100 EXT. 217

Dollar Amount Participation: $ 380,967.80

Percent Amount of Participation: 30 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

Attach additional sheets as needed.

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

3.25.11

II. Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: NA

Address: NA

E-mail: NA

Contact Person: NA Phone: _____

Dollar Amount Participation: $ NA

Percent Amount of Participation: NA %

*Letter of Intent attached? Yes NA No _____

*Letter of Certification attached? Yes NA No _____

MBE/WBE Firm: NA

Address: NA

E-mail: NA

Contact Person: NA Phone: _____

Dollar Amount Participation: $ NA

Percent Amount of Participation: NA %

*Letter of Intent attached? Yes NA No _____

*Letter of Certification attached? Yes NA No _____

Attach additional sheets as needed.

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

NA

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Toilet Tissue & Paper Towels / 11-85-53

From: RED Movers & Van Lines, Inc.
(MBE/WBE Firm)

To: KMI Supplies, Inc. and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost
1. Delivery of Goods to Various Cook County	$380,967.80 30 %
2. Offices Agencies	$ %
3.	$ %
4.	$ %
Total:	$380,967.80 30 %

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

Upon Penalty of perjury, I Theresa B. Hughes (*print name*)

the President (*title*) and duly authorized representative

of the RED Movers & Van Lines, Inc. (MBE/WBE *firm*) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $380,967.80 which represents the above indicated total percentage 30 % for the contract amount $ 1,269,892.66.

Theresa B Hughes — 5/4/2011
(Signature of affiant) (Date)

Subscribed and sworn to before me this 4 day of May, 2011

Devonda Brooks
(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

3.25.11

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
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.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		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

February 24, 2011

Ms. Theresa Hughes, President
REO Movers & Van Lines, Inc.
7001 S. South Chicago Avenue
Chicago, IL 60637

Certification Expires: March 17, 2012

Dear Ms. Hughes:

Congratulations on your continued eligibility for Certification as a **MBE (6) WBE** by Cook County Government. This **MBE (6) WBE** Certification is valid until **March 17, 2012.**

As a condition of continued Certification, you must file a **"Re-Certification Affidavit"** within **sixty (60) business days prior** to the date of annual 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 of your firm 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 (6) 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 commended 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:

RESIDENTIAL & COMMERICAL RELOCATION & HAULING SERVICES; WAREHOUSING, STORAGE & CRATE SERVICES; PRODUCT DISTRIBUTION; SUPPLY & INSTALL FOOD SERVICES AND RESTAURANT EQUIPMENT

Your participation on County contracts will be credited toward **MBE (6)** or **WBE** goals only in your area of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (6)** or **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,

LaVerne Hall

LaVerne Hall
Contract Compliance Director

LH/ehw

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: **TOILET TISSUE & PAPER TOWEL / 11-85-53**

From: **ROYAL COURIER, INC**
(MBE/WBE Firm)

To: **KMI SUPPLIES, INC.** and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost	
1. **DELIVERY OF GOODS TO VARIOUS COOK COUNTY LOCATIONS**	$ **126,989.26**	**10** %
2.	$	%
3.	$	%
4.	$	%
Total:	$ **126,989.26**	**10** %

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

Upon Penalty of perjury, I **RHONDA SCHROEDER** (*print name*)

the **OWNER** (*title*) and duly authorized representative

of the **ROYAL COURIER, INC** (MBE/WBE *firm*) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplies/performed for the above indicated total dollar amount $ **126,989.26** which represents the

above indicated total percentage **10** % for the contract amount $ **1,269,892.66**.

Rhonda Schroeder
(Signature of affiant)

5/4/2011
(Date)

Subscribed and sworn to before me this 4th day of MAY, 20 11

Joanne P Ellsworth
(Notary's Signature)

(Notary Seal)

"OFFICIAL SEAL"
JOANNE P. ELLSWORTH
Notary Public, State of Illinois
My Commission Expires 05/29/11

3.25.11

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

AN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
RT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
AM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
ICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
N 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

October 8, 2010

Ms. Rhonda Schroeder, President
Royal Courier, Inc.
P.O. Box 396
Hinsdale, IL 60522

Annual Certification Expires: October 8, 2011

Dear Ms. Schroeder:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **October 8, 2012**; however your firm must be revalidated annually. Your firm's next annual validation is required by **October 8, 2011.**

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business days prior** to the date of annual 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:

Messenger and Trucking Delivery Services

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

Betty Hancock Perry
Director
BHP/es

Printed on Recycled Paper

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

Upon penalty of perjury, DOROTA TATKOWSKI (*print name*),

the PRESIDENT (*title*) and duly authorized

representative of KMI SUPPLIES, INC (*Bidder Proposer firm*),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 761,935.54, which represents the above indicated total percentage 60 % for the contract amount $ 1,269,892.56.

(Signature of affiant) 05 / 4 / 11 (Date)

Subscribed and sworn to before me this 4th day of May, 2011.

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

3.25.11

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

A. BIDDER/PROPOSER HEREBY REQUESTS: NA

NA ☐ **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 NA

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.**

NA

☐ 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 NA

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.**

NA

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

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

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

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

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

D. OTHER RELEVANT INFORMATION NA

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

NA

CERTIFICATIONS
(SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

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

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

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. **DRUG FREE WORKPLACE ACT**

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

D. **DELINQUENCY IN PAYMENT OF TAXES**

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

E. **HUMAN RIGHTS ORDINANCE**

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

F. **ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

2) Community Development Block Grants;

3) President's Office of Employment Training;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

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

NA

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: X No: _____

b) If yes, list business address(es) within Cook County:

3020 MALMO ROAD, ARLINGTON HEIGHTS, IL 60005

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

Yes: X No: _____

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:

NA Applicant has no "Substantial Owner."

OR NA 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): NA

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) NA 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:

NA

_____

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name KMI SUPPLIES, INC. D/B/A: _____ EIN NO.: 36 4075076

Street Address: 3020 MALMO ROAD

City: ARLINGTON HEIGHTS State: ILLINOIS Zip Code: 60005

Phone No.: 847-228-8300

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

3.25.11

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
DOROTA TATKOWSKI	3020 MALMO ROAD, ARLINGTON HEIGHTS, IL	100%

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
NA		
NA		
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] 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
NA			
NA			
NA			

Declaration (check the applicable box):

[x] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[x] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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

PRESIDENT
Title

Signature

5-4-11
Date

DOROTA@KMISUPPLIES.COM
E-mail address

847-228-8300
Phone Number

Subscribed to and sworn before me
this 4 day of May, 2011.

My commission expires
8-9-2014

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

X Devonda Brooks
Notary Public Signature

Notary Seal

3.25.11

COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: DOROTA TATKOWSKI Title: PRESIDENT

Business Entity Name: KMI SUPPLIES, INC. Phone: 847-228-8300

Business Entity Address: 3020 MALMO ROAD, ARLINGTON HEIGHTS, IL 60005

___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. NA		
2. NA		
3. NA		
4. NA		
5. NA		

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

X 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.

Owner/Employee's Signature 5-4-11 Date

Subscribe and sworn before me this 4 Day of May, 2011

a Notary Public in and for Cook County

Devonda Brooks
(Signature)

NOTARY PUBLIC SEAL My Commission expires 8-9-2014

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

SEAL

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 SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: NA

BUSINESS ADDRESS: NA

BUSINESS TELEPHONE: NA FAX NUMBER:

FEIN/SSN: NA

COOK COUNTY BUSINESS REGISTRATION NUMBER: NA

SOLE PROPRIETOR'S SIGNATURE: NA

PRINT NAME: NA

DATE: NA

Subscribed to and sworn before me this

NA day of NA, 20___.

My commission expires:

X NA

Notary Public Signature

NA

Notary Seal

3.25.11

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: NA

BUSINESS ADDRESS: NA

NA

BUSINESS TELEPHONE: NA FAX NUMBER: NA

FEIN/SSN: NA

COOK COUNTY BUSINESS REGISTRATION NUMBER: NA

SOLE PROPRIETOR'S SIGNATURE: NA

PRINT NAME: NA

DATE: NA

Subscribed to and sworn before me this

NA day of NA, 20___.

My commission expires:

X NA

Notary Public Signature

NA

Notary Seal

3.25.11

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS NAME: NA

BUSINESS ADDRESS: NA

NA

BUSINESS TELEPHONE: NA FAX NUMBER: NA

FEIN/SSN: NA

COOK COUNTY BUSINESS REGISTRATION NUMBER: NA

SOLE PROPRIETOR'S SIGNATURE: NA

PRINT NAME: NA

DATE: NA

Subscribed to and sworn before me this

NA day of NA, 20___.

My commission expires:

X NA

Notary Public Signature

NA

Notary Seal

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

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

BUSINESS NAME: NA

BUSINESS ADDRESS: NA

NA

BUSINESS TELEPHONE: NA FAX NUMBER: NA

CONTACT PERSON: NA FEIN/SSN: NA

*COOK COUNTY BUSINESS REGISTRATION NUMBER: NA

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

*BY: NA

Date: NA

Subscribed to and sworn before me this

NA day of NA, 20___.

My commission expires:

X NA

Notary Public Signature

NA

Notary Seal

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

3.25.11

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

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

BUSINESS NAME: NA

BUSINESS ADDRESS: NA

NA

BUSINESS TELEPHONE: NA FAX NUMBER: NA

CONTACT PERSON: NA FEIN/SSN: NA

*COOK COUNTY BUSINESS REGISTRATION NUMBER: NA

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

*BY: NA

Date: NA

Subscribed to and sworn before me this

NA day of NA, 20___.

My commission expires:

X NA

Notary Public Signature

NA

Notary Seal

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

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

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BUSINESS NAME: NA

BUSINESS ADDRESS: NA

NA

BUSINESS TELEPHONE: NA FAX NUMBER: NA

CONTACT PERSON: NA FEIN/SSN: NA

*COOK COUNTY BUSINESS REGISTRATION NUMBER: NA

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

*BY: NA

Date: NA

Subscribed to and sworn before me this

NA day of NA, 20___.

My commission expires:

X NA

Notary Public Signature

NA

Notary Seal

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: KMI SUPPLIES, INC

BUSINESS ADDRESS: 3020 MALMO ROAD

ARLINGTON HEIGHTS, IL 60005

BUSINESS TELEPHONE: 847-228-8300 FAX NUMBER: 847-290-9471

CONTACT PERSON: DOROTA TATKOWSKI

FEIN: 36 4075076 *IL CORPORATE FILE NUMBER: NA

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DOROTA TATKOWSKI VICE PRESIDENT: NA

SECRETARY: DOROTA TATKOWSKI TREASURER: NA

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

4th day of May, 2011

X _____
Notary Public Signature

My commission expires: 8-9-2014

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

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.**

SIGNATURE BY A CORPORATION
(SECTION 8)

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SECRETARY: DOROTA TATKOWSKI TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this 4th day of May, 2011.

x Devonda Brooks
Notary Public Signature

My commission expires: 8-9-2014

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

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LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DOROTA TATKOWSKI VICE PRESIDENT: NA

SECRETARY: DOROTA TATKOWSKI TREASURER: NA

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this 4th day of May, 2011.

Devonda Brooks
Notary Public Signature

My commission expires: 8-9-2014
Notary Seal

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

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FEIN: 36 4075076 *IL CORPORATE FILE NUMBER: NA

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DOROTA TATKOWSKI VICE PRESIDENT:

SECRETARY: DOROTA TATKOWSKI TREASURER:

****SIGNATURE OF PRESIDENT:**

ATTEST: **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this 4th day of May, 2011.

x Devonda Brooks
Notary Public Signature

My commission expires: 8-9-2014
Notary Seal

OFFICIAL SEAL
DEVONDA BROOKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-9-2014

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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:

Toni Preckwinkle

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Cruz

COOK COUNTY PURCHASING AGENT

Christopher A. Kranz

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 28th DAY OF July ,20 11 .

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

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

11-85-53 E

OR

ITEM(S), SECTION(S), PART(S): Line Item 3

TOTAL AMOUNT OF CONTRACT: $ 50,371.76
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

3.25.11