

CONTRACT FOR SUPPLY

DOCUMENT NO. 12-84-066



**OFFICE SUPPLIES
FOR
VARIOUS COOK COUNTY DEPARTMENTS**

WITH: GUY BROWN PRODUCTS

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

REQ#

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Guy Brown Products**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **Various Cook County Departments**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Office Supplies. Cook County will be utilizing this through a contract awarded by the Cook County Health and Hospital Systems, Contract # H10-25-131.

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County through September 30, 2013.

III. PAYMENT

In no case shall such charges exceed the amount of **\$2,775,065.00**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

Rebates and Incentives:

- **Guaranteed Total Savings Program-** Guy Brown will provide Cook County with opportunities to save 5% in the first year of the program. The realization of these savings is dependent upon the County's decision to accept the savings opportunities offered.
- **Office Max Brand Incentive-** Guy Brown will provide a 2.5% rebate on Office Max branded products (excluding copy paper)
- **Dock Delivery Incentive:** A 1.5% rebate will be paid to Cook County for orders submitted electronically and can be received as dock deliveries.
- **Average Order Size:** A 1% Average Order Size incentive for all orders that average over \$200.

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.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A – COOK COUNTY HEALTH AND HOSPITAL SYSTEMS CONTRACT
2. EXHIBIT B- COOK COUNTY APPROVED BOARD LETTER

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

CONTENTS

GC-01	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	GC-1
GC-02	PERSONNEL	GC-1
GC-03	INSURANCE	GC-2-4
GC-04	INSPECTION AND RESPONSIBILITY	GC-4
GC-05	INDEMNIFICATION	GC-4
GC-06	PAYMENT	GC-4
GC-07	PREPAID FEES	GC-4
GC-08	TAXES	GC-5
GC-09	PRICE REDUCTION	GC-5
GC-10	CONTRACTOR CREDITS	GC-5
GC-11	DISPUTES	GC-5
GC-12	DEFAULT	GC-6
GC-13	COUNTY REMEDIES	GC-6
GC-14	CONTRACTOR REMEDIES	GC-7
GC-15	DELAYS	GC-7
GC-16	MODIFICATIONS AND AMENDMENTS	GC-7
GC-17	PATENTS, COPYRIGHTS AND LICENSES	GC-8
GC-18	COMPLIANCE WITH THE LAWS	GC-8
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE	GC-8-11
GC-20	MATERIAL DATA SAFETY SHEET	GC-11
GC-21	CONDUCT OF THE CONTRACTOR	GC-11

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

CONTENTS

GC-22	ACCIDENT REPORTS	GC-12
GC-23	USE OF THE COUNTY PREMISES	GC-12
GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	GC-12
GC-25	GENERAL NOTICE	GC-12
GC-26	GUARANTEES AND WARRANTIES	GC-13
GC-27	STANDARD OF DELIVERABLES	GC-13
GC-28	DELIVERY	GC-13
GC-29	QUANTITIES	GC-13
GC-30	CONTRACT INTERPRETATION	GC-14
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	GC-14
GC-32	GOVERNING LAW	GC-14
GC-33	AUDIT; EXAMINATION OF RECORDS	GC-15
GC-34	WAIVER	GC-15
GC-35	ENTIRE CONTRACT	GC-15
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	GC-16
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	GC-16
GC-38	GOVERNMENTAL JOINT PURCHASING AGREEMENT	GC-16
GC-39	COOPERATIVE PURCHASING	GC-16
GC-40	COOPERATION WITH INSPECTOR GENERAL	GC-16
GC-41	FEDERAL CLAUSES	GC-17-26

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

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

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

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

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

1. Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

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

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

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

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

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

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

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

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

(b) **Qualification of Insurers**

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

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables 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 Deliverables have been rejected.

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

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

GC-08 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 deliverables, 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-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 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 reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. 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-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, 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.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

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

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

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date 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 actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 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-16 MODIFICATIONS AND AMENDMENTS

The parties may 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.

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

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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 provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other 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 Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE 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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, 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 "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its 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 or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract 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 other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) 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.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

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.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer 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, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 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, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables 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 commencement of the Contract will be considered experimental.

GC-28 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-29 QUANTITIES

Any quantities of indicated in the Proposal Pages 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 by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. 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 Chief Procurement Officer.

GC-30 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

GC-31 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 hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and 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, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 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 to the contrary, 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 Circuit Court of Cook County in 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-33 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.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 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-35 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-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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 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-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 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-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 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.

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. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

GC-41 FEDERAL CLAUSES (CON'T.)

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

5. **Records and Audits**

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

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

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

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

6. Environmental Requirements

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

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GC-41 FEDERAL CLAUSES (CON'T.)

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

GC-41 **FEDERAL CLAUSES (CON'T.)**

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 FEDERAL CLAUSES (CON'T.)

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

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

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

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GC-41 FEDERAL CLAUSES (CON'T.)

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 12-84-066 for Office Supplies for the Cook County's Various Departments, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	OFFICE SUPPLIES AS PER EXHIBIT "A" HEREIN.

GRAND TOTAL:\$ 2,775,065.00

EXHIBIT "A"

COOK COUNTY HEALTH AND HOSIPTAL SYSTEMS CONTRACT

COPY

CONTRACT FOR SUPPLY

DOCUMENT NO. H10-25-131



PAPER & OFFICE SUPPLIES

FOR

COOK COUNTY HEALTH & HOSPITALS SYSTEM

WITH: GUY BROWN PRODUCTS

COUNTY OF COOK, ILLINOIS

ISSUED BY THE OFFICE OF THE PROCUREMENT DIRECTOR

REQ# VARIOUS

gf/1013

CONTRACT FOR SUPPLY
AGREEMENT

This CONTRACT is made and entered into between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and **GUY BROWN PRODUCTS**, hereinafter the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **COOK COUNTY HEALTH & HOSPITALS SYSTEM** hereinafter the "Using Department".

WHEREAS, the Using Department requires the following goods; **PAPER AND OFFICE SUPPLIES**

WHEREAS, the Contractor is able and willing to provide such goods, hereafter referred to as the "Contract Goods" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT GOODS

The Contractor agrees to provide the following Contract Goods:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This contract shall be effective for **thirty-six (36)** months after proper execution of the Contract documents by the County.

III. PAYMENT

All charges shall not exceed the amount of **\$3,964,000.00** and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as General Conditions, Contract for Supply and is incorporated herein by this reference. Contractor's attention is specially directed to GC-01, Subcontracting or Assignment of Contract Funds.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that they have carefully examined the Agreement Form, General Conditions, Specifications and Agreement, and Exhibits identified as Contract Document Number **H10-25-131** for **PAPER AND OFFICE SUPPLIES for COOK COUNTY HEALTH & HOSPITALS SYSTEM** as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understands that by this agreement they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	LOT	1	OFFICE SUPPLIES, CERMAK HEALTH SERVICE	1A.	LOT	1	PAPER SUPPLIES CERMAK HEALTH SERVICE
			\$225,000.00 / LOT				\$60,000.00 / LOT
			\$225,000.00 / TOTAL				\$60,000.00 / TOTAL
2.	LOT	1	OFFICE SUPPLIES, JUVENILE TEMPORARY DETENTION CENTER	2A.	LOT	1	PAPER SUPPLIES JUVENILE TEMPORARY DETENTION CENTER (QTY. INCLUDED WITH CHS LOT)
			\$30,000.00 / LOT				\$0.00 / LOT
			\$30,000.00 / TOTAL				\$0.00 / TOTAL
3.	LOT	1	OFFICE SUPPLIES, PROVIDENT HOSPITAL	3A.	LOT	1	PAPER SUPPLIES PROVIDENT HOSPITAL
			\$200,000.00 / LOT				\$130,000.00 / LOT
			\$200,000.00 / TOTAL				\$130,000.00 / TOTAL

SPECIFICATIONS AND AGREEMENT

4.	LOT	1	OFFICE SUPPLIES, C.O.R.E. CENTER	4A.	LOT	1	PAPER SUPPLIES C.O.R.E. CENTER
			<u>\$60,000.00</u> / LOT				<u>\$30,000.00</u> / LOT
			<u>\$60,000.00</u> / TOTAL				<u>\$30,000.00</u> / TOTAL
5.	LOT	1	OFFICE SUPPLIES, ACHN	5A.	LOT	1	PAPER SUPPLIES ACHN
			<u>\$180,000.00</u> / LOT				<u>\$150,000.00</u> / LOT
			<u>\$180,000.00</u> / TOTAL				<u>\$150,000.00</u> / TOTAL
6.	LOT	1	OFFICE SUPPLIES, JOHN H. STROGER, JR. HOSPITAL	6A.	LOT	1	PAPER SUPPLIES JOHN H. STROGER, JR. HOSPITAL
			<u>\$940,000.00</u> / LOT				<u>\$780,000.00</u> / LOT
			<u>\$940,000.00</u> / TOTAL				<u>\$780,000.00</u> / TOTAL
7.	LOT	1	OFFICE SUPPLIES, OAK FOREST HOSPITAL	7A.	LOT	1	PAPER SUPPLIES OAK FOREST HOSPITAL
			<u>\$270,000.00</u> / LOT				<u>\$225,000.00</u> / LOT
			<u>\$270,000.00</u> / TOTAL				<u>\$225,000.00</u> / TOTAL

SPECIFICATIONS AND AGREEMENT

8.	LOT	1	OFFICE SUPPLIES, CCDPH (TB FUND)	8A.	LOT	1	PAPER SUPPLIES CCDPH (TB FUND)
			\$75,000.00 / LOT				\$30,000.00 / LOT
			\$75,000.00 / TOTAL				\$30,000.00 / TOTAL
9.	LOT	1	OFFICE SUPPLIES, CCDPH (CORP)	9A.	LOT	1	PAPER SUPPLIES CCDPH (CORP)
			\$150,000.00 / LOT				\$69,000.00 / LOT
			\$150,000.00 / TOTAL				\$69,000.00 / TOTAL
10.	LOT	1	OFFICE SUPPLIES, CCDPH (GRANT FUND)	10A.	LOT	1	PAPER SUPPLIES CCDPH (GRANT FUND)
	*974	=	\$150,000.00 / LOT		*974	=	\$30,000.00 / LOT
	*975	=	\$150,000.00 / LOT		*975	=	\$30,000.00 / LOT
			\$300,000.00 / TOTAL				\$60,000.00 / TOTAL

GRAND TOTAL NOT TO EXCEED: \$ 3,964,000.00

THIS PAGE INTENTIONALLY LEFT BLANK

PART I: AGREEMENT

This CONTRACT is made and entered into between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" through its Cook County Health and Hospitals System ("CCHHS") and Guy Brown Management, LLC, a Tennessee limited liability company, operating under the assumed name of Guy Brown Products, hereinafter the "Contractor" pursuant to authorization by the Board of Directors of the CCHHS as evidenced by the Board Authorization documents set forth as "Exhibit A" hereto.

WHEREAS, the County, through its CCHHS, is responsible for procuring goods for the affiliates comprising the CCHHS, including: John H. Stroger, Jr. Hospital of Cook County; Provident Hospital of Cook CCHHS; Oak Forest Hospital of Cook County; Cook County Department of Public Health; Ambulatory and Community Health Network of Cook County; Cermak Health Services of Cook County; and the Ruth M. Rothstein CORE Center, hereinafter the "Using Department(s)".

WHEREAS, the Using Departments require the following goods and services: Contract Products consisting of the items set forth in Exhibit B and related delivery and order and inventory management services as set forth in Exhibit B;

WHEREAS, the Contractor is able and willing to provide such goods and services, CCHHS upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

WHEREAS, CCHHS is a member of a group purchasing organization operated by Novation ("Novation"), and as such is entitled to purchase Products under the terms and conditions of an agreement between Novation and Contractor ("Novation Agreement"); and

WHEREAS, Contractor is willing to provide Products to CCHHS under the terms of the Novation Agreement and as set forth more fully herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT GOODS AND SERVICES

Contractor shall offer to sell and deliver to CCHHS the Products, and shall provide the Services, as set forth in Exhibit B including the Appendices thereto, all of which are incorporated herein.

II. CONTRACT PERIOD

This contract shall be effective for thirty-six (36) months beginning on October 1, 2010 and ending on September 30, 2013, subject to proper execution of the Contract documents by the Contractor and the CCHHS.

III. AMOUNTS PAYABLE

The maximum total amount payable pursuant to this Contract shall not exceed the amount of Three Million, Nine Hundred Sixty-Four Thousand (\$3,964,000.00) Dollars and shall be paid in accordance with the pricing provisions set forth on Exhibit B. Notwithstanding the maximum amount payable pursuant to this Contract, the CCHHS's payment obligations shall be limited to payment at the contracted rates for goods and services actually provided. Contractor shall submit invoices in duplicate. Contractor shall also submit, via email or via U.S. mail, CCHHS Invoice Form 29A (or County Voucher form 29A) containing summary level information related to each

respective weekly invoice. Notwithstanding the foregoing, Contractor shall submit two Invoice Form 29As for affiliates that issue two purchase orders for their Products (e.g. paper and non-paper), which shall in summary equal the amount of the respective weekly invoice.

The CCHHS shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the CCHHS. In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the CCHHS, the Contractor shall promptly refund the disallowed amount to the CCHHS on request, or at the CCHHS's option, the CCHHS may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the CCHHS.

This Contract is subject to CCHHS Board's approval of appropriations for the purpose of the subject contract. In the event funds are not appropriated by the CCHHS Board, or there is a change in services which results in the elimination of the services which are the subject of the contract, the contract shall be cancelled without penalty to, or further payment being required by, the System Board or the CCHHS. The System Board shall give the Contractor notice of failure of funding or change in services as soon as practicable after the System Board becomes aware of the failure of funding. The System Board's or CCHHS's obligation to perform shall cease immediately upon receipt of notice to the Contractor of lack of appropriated funds. The System Board's or CCHHS's obligation under the Contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the System Board to meet such obligation.

IV. GENERAL CONDITIONS. This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions. Contractor's attention is specially directed to GC-01, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS. This Contract incorporates the following Contract Documentation:

1. EXHIBIT A Board Authorization Request
2. EXHIBIT B Products, Services and Pricing

VI. ENTIRE AGREEMENT; ORDER OF PRECEDENCE. The Contract Documents incorporates and consists of this Part I, Contract for Service; Part II, General Conditions; all Exhibits Listed in Part V, above; and the Economic Disclosure and Certification and Execution Forms. In the event of a Conflict between the terms set forth in any Exhibit and the express terms of Part I or Part II, General Conditions, Part I and Part II, General Conditions, shall supersede the terms of any Exhibit.

Exhibit "B"
CONTRACT GOODS, SERVICES AND PRICING

- 1 Definitions. As used in this Agreement, the following terms are defined:
 - 1.1 "Contract Product(s)" are all Contract Products set forth in the Novation Agreement
 - 1.2 "Local Contract Products" are all Products set forth in Attachment 1 to this Exhibit B.
 - 1.3 "Off-Contract Product(s)" are all Products ordered by the CCHHS which are sold by CONTRACTOR and which are not Contract Products or Local Contract Products.
 - 1.4 "Products" means the aggregate of all Contract Products, Local Contract Products and Off-Contract Products
 - 1.5 "Net Sales" are defined as the CCHHS's total Product purchases net of credits, returns, taxes, non-catalog furniture, services and freight and delivery charges.
 - 1.6 "Contract Year" means the twelve-month period beginning on the effective date of this Agreement and continuing through the day before the first anniversary of the effective date, and each consecutive twelve-month period thereafter during the three year Term of this Agreement.

- 2 Purchase and Sale. CCHHS agrees to purchase from CONTRACTOR, and CONTRACTOR agrees to sell to CCHHS, various Products as ordered by CCHHS during the Term of this Agreement. Unless otherwise agreed in writing by the parties, this Agreement shall govern all orders of Products by CCHHS from CONTRACTOR. CCHHS agrees that CONTRACTOR shall be its primary supplier of Products (excluding non-Contract Products) and that it is buying for its own internal use only and not for resale. CCHHS acknowledges that CONTRACTOR may subcontract some of the services provided hereunder to other suppliers. CONTRACTOR acknowledges that this is not an exclusive contract.

- 3 Catalogs. Upon written request of CCHHS, CONTRACTOR shall distribute to CCHHS, at CONTRACTOR's expense, a full-line catalog containing a wide-variety of products. The catalog shall include a description and picture of each product, as well as the price and unit of issue. On an as-requested basis, the catalog will be supplied to each respective authorized purchaser of CCHHS as soon as reasonably practicable following commencement of this Agreement and will be updated annually. If CONTRACTOR provides any catalog, catalog updates, or other product or price lists, including product descriptions or other related information ("Catalog"), to CCHHS for inclusion on CCHHS's computer systems, including, without limitation, any intranet site, CCHHS agrees to use the Catalog in accordance with the terms and conditions of Section GC - 27 (Confidentiality and Proprietary Information).

- 4 Prices.
 - 4.1 Prices for Local Contract Products are specified in Attachment 1 to this Exhibit A. Prices for Local Contract Products shall be held firm for twelve (12) months and updated every twelve (12) months thereafter, with the exception of cut sheet paper products and imaging supplies. Pricing for cut sheet paper products and imaging supplies during the Term of this Agreement are subject to change quarterly based on market conditions. Pricing for cut sheet paper products may not have an aggregate increase of more than 8% annually. All other Local Contract Products may not have an aggregate increase of more than 3% annually. Contractor shall provide written notification of any changes to CCHHS's Local Contract Product pricing 30 days prior to implementation.

 - 4.2 Prices for Contract Products are specified in the Novation Agreement. Prices for Novation Contract Products shall be held firm for twelve (12) months and updated every twelve (12) months thereafter, with the exception of cut sheet paper products and imaging supplies. Pricing for cut sheet paper products and imaging supplies during the Term of this Agreement are subject to change quarterly based on market conditions. Pricing for cut sheet paper products may not have an aggregate increase of more than 8% annually. All other Contract Products may not have an

aggregate increase of more than 3% annually. Contractor shall provide written notification of any changes to CCHHS's Contract Product pricing 30 days prior to implementation.

4.3 Prices for Off-Contract Products will be priced according to the Novation Agreement.

5 Rebates and Incentives.

5.1 Order Size Incentive. Contractor will pay CCHHS an Average Order Size ("AOS") incentive of one percent (1%) of total net purchases (excluding returns, taxes, and shipping/handling charges billed separately) for all orders greater than or equal to \$225.00 in net value. The AOS will be calculated quarterly, and the incentive will be credited to the CCHHS's statement against future purchases and reported to Novation within forty-five (45) days of the end of each calendar quarter during the Term of the Agreement.

5.2 Consolidated Order/Delivery Incentive. Contractor will pay CCHHS a consolidated order/delivery incentive of one and one half percent (1.5%) of total net purchases (excluding returns, taxes, and shipping/handling charges billed separately) on all orders that are consolidated by the CCHHS and placed with a single order for a single weekly delivery by Contractor. Contractor will work with CCHHS to develop a specific, continual yearlong program at the CCHHS level to insure its success. The consolidated order/delivery incentive will be calculated quarterly and credited to the CCHHS's statement against future purchases and reported to Novation within forty-five (45) days of each calendar quarter during the Term of the Agreement.

5.3 OfficeMax Brand Volume Incentive. Contractor will provide to CCHHS, if CCHHS purchases a minimum of \$100,000 per year (in all Products), an incentive of two percent (2%) on total net purchases (excluding returns, taxes, and shipping/handling charges billed separately) of OFFICEMAX private label products. The volume incentive will be calculated quarterly and credited to the CCHHS's statement against future purchases and reported to Novation within forty-five (45) days of each calendar quarter during the Term of the Agreement.

5.4 First Year Guaranteed Savings.

5.4.1 Contractor will guarantee a purchasing cost reduction to CCHHS during the first twelve-month period of the Term of \$120,000.00 ("Guaranteed Savings"). At the end of the first twelve-month period of the Term, Contractor will determine the "Calculated Savings" as set forth below. Should the Calculated Savings be less than the Guaranteed Savings, Contractor will pay CCHHS an amount equal to the difference between the Guaranteed Savings and the Calculated Savings within 30 days after the completion the first twelve-month period of the Term. Should the Calculated Savings be greater than or equal to the Guaranteed Savings, Contractor will be deemed to have met the cost reduction terms of this Agreement and no amounts shall be due CCHHS.

5.4.2 The Calculated Savings shall be calculated by subtracting the prior year's cost of \$482,901.00 for a set list of SKUs at specific quantities included as Attachment 3 to this Exhibit B ("Prior Cost") from the actual cost of the same or similar items, based on the pricing specified herein, using the same quantities identified in Attachment 3 ("First Year Cost"). CCHHS acknowledges that Contractor shall be able to substitute generally accepted low cost alternatives of like quality, form, fit, and function for SKUs included in Attachment 3 as applicable, and Contractor has included the initial substitutes to be included in Attachment 3 to Exhibit B. CCHHS acknowledges that CCHHS does not need to actually purchase at least the same number of the specific items identified in Attachment 3 to determine the Calculated Savings, as Contractor shall be able to estimate the First Year Cost by using the prior quantities per SKU in Attachment 3 multiplied by the current item or alternative item pricing.

For Example:

Example 1

Guaranteed Savings = 120,000.00, Prior Cost = 482,901.00, and assume First Year Cost = 400,000.00.

Calculated Savings = 482,901 - 400,000 = 82,901.00

Contractor shall pay CCHHS 120,000 - 82,901.00 = 37,099.00

Example 2

Guaranteed Savings = 120,000.00, Prior Cost = 482,901.00, and assume First Year Cost = 300,000.00.

Calculated Savings = 182,901.00

No amounts due to CCHHS

- 6 Account Representatives. CONTRACTOR shall provide, at its expense, dedicated account representatives, and service personnel to adequately accommodate order entry, order inquiries, and the handling of other order-related issues with CCHHS.
- 7 Ordering. CCHHS may order Products from CONTRACTOR through the use of (i) CONTRACTOR's toll-free CCHHS' service phone number, (ii) CONTRACTOR's internet ordering solution, (iii) electronic data interchange ("EDI"), or (iv) any other system as mutually agreed upon by the parties. If the parties use EDI to conduct transactions, the parties agree to execute a mutually agreed EDI Trading Partner Agreement.
- 8 Returns.
- 8.1 CCHHS may return damaged or defective Products for full credit within thirty (30) days of receipt, with the exception of special orders, non-catalog, furniture and technology items, which are subject to the manufacturer's return policies, unless such furniture, technology, non-catalog and special order products are damaged or defective upon receipt and the CCHHS provides notification of this occurrence immediately upon receipt or as soon as the damage or defect is reasonably discovered.
- 8.2 CCHHS may return non-damaged, non-defective Products for full credit within thirty (30) days from the date of receipt, with the exception of special orders, furniture, non-catalog items, and technology items (including hardware, software, and peripherals) if in resalable condition. Returns of special orders, furniture, and non-catalog items that are not damaged or defective, returns may be accepted on a case-by-case basis, in CONTRACTOR's sole and absolute discretion. For technology items, CONTRACTOR shall only accept returns based on the manufacturers' return policies.
- 8.3 Items under \$20.00 will not be picked-up due to the mutual cost of processing and restocking small dollar returns. CONTRACTOR shall issue full credit to CCHHS, or provide a replacement product, and CCHHS may dispose of the Product in any manner it sees fit.
- 8.4 CONTRACTOR shall issue credit memos to CCHHS regarding return credits in the following billing cycle following issuance of such return credits.
- 9 Usage Reporting. CONTRACTOR shall supply CCHHS with summary usage reports at frequencies mutually agreed by CCHHS and CONTRACTOR. CONTRACTOR shall supply these reports within three weeks after the close of the period covered by the reports. These usage reports will furnish the following information:
- (a) A breakdown of all Products ordered by CCHHS with Contract Products denoted by an ampersand ("&") sign within the usage report;

- (b) Unit of measure;
- (c) Price per unit and total;
- (d) Year-to-date quantity shipped;
- (e) Year-to-date price; and
- (f) Year-to-date frequency.

Attachment 1 to Exhibit B

LOCAL CONTRACT PRODUCTS

CUSTOMER NUMBER	PRODUCT CODE	DESCRIPTION	UOM	Contract Price
114756	S1Q7551A	CTG,HP LJ,BK,#51A	EA	119.49
114756	S1GB51A	GB, TONER HP Q7551A BLK	EA	76.26
115036	S1Q7551X	CARTRIDGE,LSRJET,BK,6HY	EA	200.20
154414	S1Q2612A	CTG,HP Q2612A,2K YIELD	EA	64.55
154414	S1GB12A	CTG,CMPTBL,HP Q2612A,BK	EA	45.18
164017	S1GB38A	CTG,CMPTBL,HP Q1338A,BK	EA	60.82
172681	S1C6578DN140	CTG,#78 COLOR,INKJET	EA	29.95
172681	S1GB78	CTG,COMP,GB,HP78DN	EA	20.96
181594	N10M99365	PEN,STICK,BK	DZ	0.70
1919043	S1TS41300	TONER,F/MFX1300/1700	EA	78.70
207779	S5PC201	FAX THERMAL PRINTING CTG,TLD 450 PAGES	EA	20.46
207779	S50M98911	CTG,COMP,PC-201 FAX	EA	14.32
233784	S1DR350	DRUM,DR350,CARTRIDGE	EA	76.09
238288	M3FAX2820	LSR FAX PHN COPIER PPF2820	EA	148.13
239979	Q8XDM1525DWU	DOCUMATE 152 SF CLR DUP 15PPM 30IPM 600D	EA	373.83
258101	N20M97551	MARKER,PERM,BK	DZ	4.05
267331	M3PPF4750E	FAX,LSR PLNPPR,33.6MODEM	EA	387.85
282451	E4404191	CHAIR,STACKING,4/CT,NY	CT	233.11
286934	S1C4127X	TONER,LSR,10KYLD,4000/4050	EA	108.05
286934	S1GB27X	CTG,CMPTBL,HP C4127X,BK	EA	75.64
286943	S1C4127A	TONER,LSR,F/LSRJT 4000 SER,6,000 PG YIEL	EA	83.81
286943	S1GB27A	CTG,CMPTBL,HP C4127A,BK	EA	58.67
295223	S1Q7553A	CARTRIDGE,53A,BK,STD YLD	EA	74.15
295223	S1GB53A	TONER,GB,HP Q7553A,BK	EA	51.91
306444	S1TN110C	CTG,STD YLD,CN,TONER	EA	45.46
306465	S1TN110BK	CTG,STD YLD,BK,TONER	EA	38.97

306479	S1TN110M	CTG,STD YLD,MA,TONER	EA	45.46
306535	S1TN110Y	CTG,STD YLD,YW,TONER	EA	45.46
311278	K110990830M	FRME FRANK MHG 11X14	EA	4.25
319055	S1C9721A	TNR,CTG,LJ4600,CYN,SMART	EA	193.54
319055	S1GB21AC	CTG,CMPTBL,HP C9721A,CN	EA	135.48
319099	S1C9723A	TNR,CTG LJ4600,MA,SMART	EA	182.59
319099	S1GB23AM	CTG,CMPTBL,HP C9723A,MA	EA	127.81
319209	S1C9722A	TNR,CTG LJ4600,YW,SMART	EA	182.59
319209	S1GB22AY	CTG,CPMTBL,HP C9722A	EA	127.81
319275	S1C9720A	LSR,CTG LJ,BK,4600 SMART	EA	135.16
319275	S1GB20AB	CTG,CMPTBL,HPC9720A,BK	EA	94.62
348037	P1054901-CTN	PPR,ASPEN,30%R,11"CTN	CT	32.90
348037	P1054901	PPR,ASPEN,30%R,11"	RM	3.29
352608	S1Q5950A	CTG,COLOR LJ,BK,PRNT CTG	EA	154.53
352608	S1GB4700B	GB HP Q5950A BLK	EA	108.17
352640	S1Q5951A	CTG,COLOR LJ,CY,PRNT CTG	EA	232.91
352640	S1GB4700C	GB LSR HP Q5951A CYAN	EA	163.04
352672	S1Q5952A	CTG,COLOR LJ,YW,PRNT CTG	EA	232.91
352672	S1GB4700Y	GB,TONER HP Q5952A YLW	EA	163.04
352688	S1Q5953A	CTG,COLOR LJ,MA,PRNT CTG	EA	232.91
352688	S1GB4700M	GB TONER HP Q5953A MAG	EA	163.04
364364	A50M99053	LABEL,MAIL,1X2-5/8,WE	PK	3.58
371609	S1C3906A	TONER,LSRJT,HP5L&6L,1/CT	EA	65.53
371609	S1GB06A	CTG,CMPTBL,HP C3906A,BK	EA	45.87
393985	S242377801	RIB,BLK,NYLON,RE-INKING,4 MIL CHARAC YIE	EA	8.97
402139	P50M97210	BOX,STOR ECO,LTR/LGL12CT	CT	10.83
404672	S152114502	TONER,F/B6300 HY YLD,BK	EA	175.52
411033	A20M96198	POP-UP YEL 3X3 12PK 100SHT	PK	3.40
428274	S1C4182X	LSR TONER,20,000 PG YIELD	EA	159.26
428274	S1GB82X	CTG,CMPTBL,HP C4182X,BK	EA	111.48
432206	M3FAX4100E	FAX,INTELLIFAX,4100E	EA	

				246.73
444550	S1CB540A	HP TONER CB540A BLK	EA	65.27
458175	E50M96835	30"W 2-DRW LATERAL FILE BLK	EA	182.12
460050	Q8CE657ABGJ	HP LJ P1102W WRLES	EA	125.74
463865	S1CB436A	HP TONER CB436A BLK	EA	64.55
466130	E50M96834	30"W 4-DRW LATERAL FILE BLK	EA	238.06
466140	E5695LL	FILE,LAT, PY,5DWR,L/L,42	EA	788.94
481395	P50M97211	BX,STRG ECON,LTR 12/CT	CT	28.54
519341	F1S12001	FLDR,CLAS HNG LTR,CBT	EA	3.71
524968	N10M96377	BLPT MEDIUM BLK 12 PK	DZ	5.76
541575	K73228901	INTELLISHRE,SB-89CI CON	EA	179.14
542423	S192298A	TONER,HP LJ4/5,6800 YLD	EA	92.77
542423	S1GB98A	CTG,CMPTBL,HP 92298A,BK	EA	64.94
554288	F80M01434	FLDR,FASTN MAN,ENDTB STR	BX	14.12
575341	A80M96190	TPE MATT 75X1296 16 PK	PK	9.10
605500	S10M03413	OMX TONER XEROX PRO 555/575	EA	42.27
616906	S1Q1338A	LASERJET,GNUIN HP,Q1338A	EA	129.64
619651	S117G0154	CARTRIDGE,HGHYLD,OPTRAM	EA	247.78
642375	Q395507	USB 2.0 FLSH DRV 8GB STORE N GO	EA	25.51
692005	S1TN330	BRTN TONER TN-330 BLK	EA	29.12
706790	E6PF317	LTWGHT PRIV FLTR 17"	EA	104.86
710253	F10M01420	JACKET LTR MANILA 2IN 50PK	BX	13.89
715807	L226312	BNDR,D-RNG,X-LIFE,1.5"BE	EA	3.29
727351	S1C8061X	TONER,SMART,4100N,10KYLD	EA	108.05
727351	S1GB61X	CTG,COMP,BK,HP C8061X	EA	75.64
727371	S1C8061A	TONER,SMART,4100N,6X YLD	EA	83.87
727381	S1C7115A	LSR,TONER,HP1200/1220	EA	56.47
727381	S1GB15A	CTG,COMP,HP C7115A,BK	EA	39.53
752472	S5745023931	TONER,SHR FO-4700,BK	EA	42.59
765715	B1702600511	2011RY MTHLY PLNR BK BLK 9X11	EA	7.61
767230	B1SD3761311	2011RY DLY STD BUS DRY RD8X12	EA	29.50

767245	B1SD3871311	2011RY DLY STD DRY RMDR RD5X7	EA	13.00
767315	B1SK240011	2011RY MNTH DESKPAD CAL 22X17	EA	2.11
776321	M1DR210FM	DR210TM PRINTING CALCULATOR	EA	33.93
800180	Q8HL4040CDN	PRNTR,CLR LSR,HL-4040CDN	EA	321.50
808256	S1C4096A	CTG,TONER,LSR,2100 SRS	EA	84.52
808256	S1GB96A	CTG,CMPTBL,HPC4096A,BK	EA	59.16
810838	F10M97182	FOLDER,LTR,MLA,1/3,100BX	BX	5.67
813360	P60M97279	PPR,GNBAR,14X11,15#2PT	CT	50.65
817065	M3CB025AB1H	PRNTR,OJ PRO,8500P WLS	EA	400.37
821543	L311168	INDEX,UNCOLL,1-8,24STCOL	BX	31.27
863152	M3FAX2920	FAX,LAER FAX,FAX2920	EA	232.71
863835	M3CC436AABA	PRINTER,CLJ,CM2320NF MFP	EA	633.90
899445	S1CC530A	HP TONER CC530A BLK	EA	102.12
912182	L8V510S	HEADSET,510S BLUTH,SR	EA	166.36
917281	F10M01561	PKT,STD LTR,BN,5.25 10BX	BX	7.12
920124	J4PA23648K	ENCLSD CORK BULLETIN BD 36X48	EA	293.12
945172	F862714	FILE, MICROBE,LTR 50/BX	BX	13.98
948323	E7450088BG	CART,UTILITY,16X30",BGE	EA	95.43
951333	E42111MBE62	CHAIR,GUEST,WRE	EA	197.35
962099	S1C8788FN140	HP 45A & 78D RETL CMBO PK	PK	55.85
970568	S1TN350	TONER,TN350,CARTRIDGE	EA	41.60
970568	S1GB350	CTG,GB,BK,BRO TN-350	EA	29.12
977952	S1Q6470A	CTG,COLOR LJ,BK,PRNT CTG	EA	121.92
977952	S1GB3600B	TONER,GB HP,BK,Q6470A	EA	85.34
980839	H274525	PUNCH,PPR,3-HOLE,ELEC,PM	EA	57.63
992280	S1Q5942A	CTG,HP LASER,42A,BK	EA	137.39
992280	S1GB42A	CARTRIDGE,GB,BK,HP	EA	96.17
994705	S7CDR100PACK	52X CD-R 100 PK SPINDLE	PK	10.87
997541	S5TN430	TONER,LSR,PPF4750,5750	EA	41.49
997550	S1GB460	CTG,CMPTBL,BR TN-460,BK	EA	48.06
997578	S5DR400	DRUM,20KPG YLD,PPF4750	EA	112.53

NA	P1054904CTN	PPR,30%R,8.5 X 14,CTN	CT	55.47
NA	P1054901PCTN	PPR,30%R,8.5 X 11-PUNCHED,CTN	CT	43.65
NA	P1MP2241GD	PPR,8.5X11,24#,GD	RM	6.35
NA	P1MP2201GY	PPR,8.5X11,20#,GREY	RM	3.83

Attachment 2 to Exhibit B

CONTRACT PRODUCTS

Product Code	Description	UOM	Price
A100214	GLUE STIC 3PK DISAPP	PK	0.84
A10M00997	GLUE STICKS 24 PK	PK	5.54
A10M00998	GLUE STICK CLEAR 1.23OZ	EA	0.64
A10M00999	GLUE STICKS 3+1 FREE	PK	0.59
A11364076	GLUE-SUPER GEL-4G BLWNG	EA	1.12
A198071	DISAPPEAR PURPLE GLUE STIK 6PK	PK	4.03
A198073	WHT GLUE STICKS 6 PK	PK	4.15
A20M96197	PASTEL POP-UP ASRT 3X3 12P	PK	8.48
A20M96198	POP-UP YEL 3X3 12PK 100SHT	PK	8.29
A20M96200	BRIGHT ASRT 3X3 14PK 100SH	PK	9.34
A20M96203	FLAG-1" 4 COLOR-50 PER	PK	4.01
A20M96204	1"FLAGS RED-COL-2PK/50	PK	2.06
A20M96205	1"FLAGS BLU-COL-2PK/50	PK	2.06
A20M96206	1"FLAGS YEL-COL-2PK/50	PK	2.06
A20M96211	1"FLAGS SIGN HERE"PRINTED 4PK	PK	4.52
A20M97804	NOTE-RMV-4X6-YW	DZ	7.32
A20M99172	NOTE-RMV 3X3-YW-18 PK	PK	3.49
A20M99173	NOTE-RMV 3X3-AST-18 PK	PK	3.56
A20M99213	NOTE-RMV-1.52X2-YW-12P	DZ	1.06
A20M99214	NOTE-RMV 3X5-YW	DZ	3.96
A230011167867	PAD-NOTE-YW 3X3	DZ	10.89
A26306PK	POST-IT-RULED-3X3-6PK-YW	PK	4.32
A2635YW	PAD-NOTE-YW-LINES-3X5	DZ	9.90
A265412SSCY	PAD-POST-IT 3X3 12-YW	PK	17.14
A2654YW	PAD-NOTE-YW-3X3	DZ	6.93
A2655RP	POST-IT-RECY-3X5-YW	PK	9.90
A2655YW	PAD-NOTE-YW-3X5	DZ	10.77
A26800E2	FLAG-1" 2PK-ORANGE	PK	2.10
A2680SH2	SIGN HERE"TPF FLAG-2PK	PK	2.92
A26835CF	POST-IT-FLG-ASSRT-STD	EA	0.80
A2684RDSH	TAPE-FLAG-RD-SIGN HERE	EA	1.74
A503999	LABEL-2004-GD/BK-500/BX	BX	6.52
A505729	LABEL-REINFORCE-WE-200	PK	0.50
A50M96334	LSR LBL 1/2X1-3/4 WHT 2000CT	PK	4.47
A50M96336	LSR FILE LBLS WHT 1500CT	PK	19.35

A50M97790	LABEL-LSR-WE-30/3000	PK	8.16
A50M97794	LABEL-LASER-6/600-WE	PK	15.92
A50M99055	LABEL-CPR-1X2-13/16	PK	28.03
A50M99056	LABEL-3.5X16/16	BX	9.00
A50M99057	LABEL-1X4-WE	PK	13.49
A50M99059	LABEL-2X4-WE	BX	15.44
A50M99060	LABEL-ADRS-1X2-5/8-CLR	BX	24.53
A50M99061	OM MAIL 1X2-5/8 750CT WHT IJ	PK	4.96
A50M99066	OM MAIL 1X2-5/8 7500CT WHT LSR	PK	33.70
A530252	LABEL-ADD 11/8X3-2RL/BX	BX	11.68
A530256	LABELS-SHPNG-WE-2.25X4	BX	9.26
A530600	LBL-LSR-1*X2-5/8*3M	BX	6.81
A54150	LABELS-PRINTER-F/S114	BX	6.71
A545013	TAPE-LBLR-1/2-BK/WHT	EA	8.53
A545803	TAPE-LBLR-BK/WE-3/4 DYMO	EA	11.00
A55160	LABEL-ADD-LSR-1X2 5/8 3K	BX	19.67
A55960	LABEL-LSR-ADDRSS-1X3-WE	BX	44.71
A55970	LABEL-LSR-FLR-1X2-5/8-MA	PK	6.89
A581210	LABEL-LSR-8.5X11-100B-WE	BX	15.32
A595160	LBL-BLK MAIL-WE-1X2-5/8	CA	104.50
A5M231	TAPE-LBL-METALIC-1/2"-BLK/WHT	EA	5.42
A5TC20	TAPE-LABEL-1/2-BK/WE-2PK	PK	12.56
A5TZ2312PK	PACK-2PACK-BK/WE-TZ231	PK	16.48
A5TZ241	TAPE-LABLR-3/4"-BK/WHT	EA	10.42
A60M97352	RUBBERBAND-80%-117-1/4LB	BG	0.24
A60M97357	RUBBERBAND-80%-#33-.25LB	BG	0.24
A712FPSCDX	CUP-WATER-12OZ 1200CT	CT	91.88
A712J12	CUP-FOAM-12OZ-WE-1000/CT	CT	28.80
A712X16G	CUP-FOAM-CAFE-1000/CT	CT	57.94
A713820	PLATE-9" SUPER-WE-120/PK	PK	7.01
A716J16	CUP-FOAM-16OZ-WE-1000/CT	CT	32.59
A716PSC	CUP-WATER 16OZ-1200CT	CT	106.17
A7200411	SUGAR-SPLENDA-400CT	BX	7.31
A727385CTN	PREFERENCE PERFORATED ROLL	CT	22.80
A732410	COFFEE-REG-1.25OZ-42/CT	CT	20.20
A733241	CHASE&SANBORN GOUR REG 1.25	CT	18.29
A735110	CREAMER-CFFMT-ORGNL LQD	BX	3.68
A7400283	DOMINO SUGAR PACKET 10GR	BX	16.78
A7401424	SUGAR CANISTER 20OZ	EA	1.32

A7404133	DOMINO CREAMER CANISTER 12OZ	EA	1.14
A750150	SUGAR-SWEETNLOW-400/BX	BX	10.57
A75338DX	CUP-HOT 8OZ-500/CT	CT	64.92
A75342DX	CUP-HOT-12OZ-25PK	CT	85.24
A76506	NAPKIN-W/DRWSTG-WE-400PK	PK	5.80
A786615	COFFEE-MAXWELL-HOUSE	CT	30.01
A78J8	CUP-FOAM-8OZ-WE-1000/CT	CT	15.68
A7CM168	CUTLERY-MED WGHT-168 PCE	BX	9.82
A7DLXHS5CC	STIRRER-COFFEE-1000/BX	BX	2.06
A7DRT6PWC	PLATES-6IN-PK/125NONLAM	CT	29.60
A7DRT9PWC	PLATES-9IN NON-LAMINATED	CT	54.54
A7FM207	FORK-MED WT-WE-100/BX	BX	3.27
A7FM517	FORKS-1000PK-BK-HVY MD W	CT	29.29
A7KM207	KNIFE-MED WT-WE-100/BX	BX	3.27
A7R0CUF100	FLTR-COFFEE-BOX 100/BX	PK	1.32
A7SR3620W	REFRIG-3.6 CU.FT-WE	EA	187.59
A7TM207	SPOON-MED WT-WE-100/BX	BX	3.27
A80M96190	TPE MATT 75X1296 16 PK	PK	8.52
A80M96195	TAPE-TRANSPARN-3/4"X1296	PK	1.51
A80M96475	2.6MIL CLEAR PKG TPE 6PK	PK	18.97
A80M96707	TAPE-1/2X1296-INV-3PK	PK	1.32
A80M96708	TAPE-3/4X1296-INV-3PK	PK	4.32
A80M96709	TAPE-3/4X1296-INV-12PK	PK	11.48
A80M96710	TAPE-1/2X1296-TRANS-2PK	PK	0.74
A82321	TAPE-MASKING-1X60 YD	RL	3.28
A825634	TAPE-FLATBACK-WE-3/4	RL	6.97
A8260024A	TAPE-MASKNG-1X60YD-36/CT	RL	0.78
A83690	TAPE-SEAL-TARTN-6PK-CR	PK	3.18
A86652PK	SCOTCH DOUBLE SIDED TPE 2PK	PK	5.10
A8811129634	TAPE-REMOVABLE-3/4X1296	RL	2.04
A8C38BK	TAPE-DISPENSER-1"CORE-BK	EA	1.60
A900803	2 PK CORRECTION TPE 5MMX10M	PK	1.58
A90M03245	MOISTENER-ENVELOPE-BTTL	EA	0.61
A90M97787	TAPE-CORRECTION-WE-2 PK	PK	2.48
A90M97789	TAPE-CORRECTION-WE-10 PK	PK	9.12
A92841178	FLUID-CORRECT-WE-18ML	DZ	4.80
A95630415	LIQUID PAP-COR FD-SM CVR	EA	0.47
A95640115	FLUID-CORRECT-WE-1/2 OZ	DZ	5.52
A9662415	FILM-DRYLINE-CRRCTN-2PK	PK	3.46

A980047	FILM-COR-SGL LN-REFILL	EA	1.28
A987813	TPE-CORRECTION-GRIP-FASH-2	PK	3.57
B1702600510	2010RY MTHLY PLNR BK BLK9X11	EA	7.28
B1709500510	CAL-10RY WK-APPT BK8X11	EA	8.16
B1E7175010	2010RY-DAILY-DSK CAL RFL	EA	1.05
B1G52000	DUPL USE: B1G52000-09	EA	7.23
B1K100	DUPL USE: B1K100-09	EA	10.89
B1K15010	2010RY WALL-TDY IS-RFL	EA	7.49
B1PM12810	2010RY MNTH OFFICEWALL 8X11	EA	3.65
B1SK2400	DUPL USE: B1SK2400-09	EA	2.03
B50395738555	DIC-STEMMANS MEDCL	EA	29.81
B50618953159	WEBS'S NEW CLGE DIC	EA	13.72
E60M98758	FILTER-PRIVACY-BK-16-17	EA	78.54
E648121	FOOTREST-STANDARD-ADJUST	EA	16.44
E6AKT91LE	TRY-KYBRD-BK	EA	139.26
E6DH640	COPYHOLDER-IN-LINE-ADJUST	EA	45.00
E6PF319	LTWGHT PRIV FLTR 19"	EA	126.14
E7450088BG	CART-UTILITY-16X30"-BGE	EA	95.43
E9120078	STD LIP BRBERMAT 36 X 48	EA	18.52
E9121868	MAT-ECNMYMAT-STD UP36X48	EA	15.90
E9122648	CHAIRMAT-L WRKSTN-66X60	EA	44.26
E93170BL	FILE-STEEL-BK-LTR SIZE	EA	7.94
E959917901	SIGN HOLDER GRN 8.5"X 11"	EA	2.80
F102315	FILE FLDR 1/3 LTR ASST2	BX	13.53
F103344	FILE FLDR 1/3 LEG ASST	BX	20.72
F10M01418	FILE LTR W/O FLAP 1-31 BROWN	EA	8.45
F10M01420	JACKET LTR MANILA 2IN 50PK	BX	19.19
F10M01421	PSBD FLDR LTR 1-1/3"BLU 25CT	BX	23.03
F10M01433	FASTN FLDR LTR MANILA 1/3 50CT	BX	8.67
F10M01435	FILE-LTR W/FLAP-A-Z-BRN	EA	4.75
F10M01438	FILE LTR W/FLAP 1-31 BROWN	EA	6.46
F10M01459	PKT-LTR-3.5EXP-GREEN	EA	0.93
F10M01460	PKT-LTR-3.5EXP-YELLOW	EA	0.93
F10M01501	RCYL FF LTR 1/3 MAN 100CT	BX	9.29
F10M01535	FLDR-FSTN 2B-LTR1/3 50CT	BX	15.31
F10M01541	CLASS FLDR LTR 1DIV 10/BX GRY	BX	12.89
F10M01542	CLASS FLDR LTR 1 DIV 10/BX GRE	BX	11.14
F10M01544	CLASS FLDR LTR 1DIV 10/BX LBL	BX	12.89
F10M01553	PKT TYV LTR 5-1/4 10/BX BRN	BX	11.86

F10M01559	POCKET-LTR-3.5"-BN-25BX	BX	15.47
F10M01561	PKT-STD LTR-BN-5.25 10BX	BX	7.21
F10M01569	FLDR-CLS LTR-RD-2DV 10BX	BX	15.60
F10M01571	PKT-LTR-3.5EXP-RED	EA	0.93
F10M01572	PKT-LTR-3.5EXP-BLUE	EA	0.80
F10M01575	FLDR-LTR 3DIV-GN-10/BX	BX	20.83
F10M01576	FLDR-LTR 3DIV-RD-10/BX	BX	21.35
F10M01580	FLDR-LTR 2DIV-10BX LBL	BX	14.85
F10M01581	FLDR-CLS LTR-GN-2DV 10BX	BX	14.85
F10M01585	CLASS FLDR LTR 2DIV LGRN 10CT	BX	15.26
F10M01586	CLASS FLDR LTR 2DIV RED 10CT	BX	14.75
F10M01621	FLDR-CLASS LTR-2DIV 10BX	BX	18.03
F10M01754	CLASS FLDR LTR 2DIV MAN 15BX	BX	19.03
F10M01972	FLDR-FILE 1/3-LTR 100BX	BX	6.36
F10M97181	FOLDER-LTR-MLA-STR-100BX	BX	9.17
F10M97182	FOLDER-LTR-MLA-1/3-100BX	BX	7.92
F10M97183	FOLDER-LTR-MLA-1/5-100BX	BX	9.11
F10M97661	FOLDER-LTR-BE-1/3-100BX	BX	14.65
F10M97662	FOLDER-LTR-RD-1/3-100BX	BX	14.65
F10M97663	FOLDER-LTR-YW-1/3-100BX	BX	14.65
F10M97665	FOLDER-LTR-VT-1/3-100BX	BX	14.65
F10M97666	FLDR-LTR-ASST-1/3-100BX	BX	10.00
F148430	FLDR-CTLS-WTRSHD1/3-MLA	BX	18.75
F182322	REINFORCED LTR 1/3 CUT MANILA	EA	3.58
F185343	FILE-POCKET-LTR-3.5EXP	BX	13.92
F185545	FILE-POCKET-LTR-5.25 EXP	BX	8.25
F1ACCESSMEDF1L	FILE-MEDICAL-SHELF	CT	154.33
F1QL5074022	FLDR-MDCL-14PT-EXP-50BX	EA	0.61
F1S71111	POCKET-FILE-5.25-EXP-LTR	CT	22.69
F1S85308	WALLET-FILE 4-ATTORNEY	EA	3.71
F1S86208	WALLET-LTR 4" 5BX-BY	BX	27.81
F1S86209	WALLET-LTR 4" 5BX-BN	BX	29.88
F1S86308	WALLET-4"EXP LGL-BY	BX	31.50
F1S86309	WALLET-4"EXP LGL-BN	BX	33.75
F213561	GUIDE-OUT-END-VNYL-25-RD	BX	28.25
F240655	SORTER-LTR-GENERAL	EA	24.44
F30M99035	CRD-3X5INDEX-RULED 500PK	PK	1.30
F30M99036	CRD-3X5INDEX-BLNK 500PK	PK	1.30
F50M97185	FLDR-HANG-LTR-N/TAB-25BX	BX	7.39

F50M97186	FLDR-HNG-LTR-1/3TAB-25BX	BX	5.32
F50M97187	FLDR-HNG-LTR-1/5TAB-25BX	BX	3.67
F50M97554	FLDR-INTLTR1/3-MLA-100BX	BX	12.70
F50M97560	FLDR-INTLTR1/3-AST-100BX	BX	15.08
F50M97638	FLDR-HANG-BE-LTR1/5-25BX	BX	9.81
F50M97639	FLDR-HANG-RD-LTR1/5-25BX	BX	9.81
F50M97640	FLDR-HANG-YW-LTR1/5-25BX	BX	9.81
F50M97641	FLDR-HANG-GN-LTR1/5-25BX	BX	9.81
F50M97642	FLDR-HANG-VT-LTR1/5-25BX	BX	9.81
F50M97643	FLDR-HNG-AST-LTR1/5-25BX	BX	9.95
F50M97649	FLDR-HNG-AST-LGL1/5/25BX	BX	9.08
F5415213	FOLDER-HANG-LTR-1/3-TAB	BX	13.14
F5415215	FOLDER-HANG-LTR-1/5-TAB	BX	11.83
F54152X1	FOLDER-HNGNG-BX-LTR-1*GN	BX	9.99
F54152X2	FOLDER-HNGNG-BX-LTR-2*GN	BX	10.06
F54152X3	FOLDER-HNGNG-BX-LTR-3*GN	BX	11.94
F54152X4	FOLDER-HANG-LTR- 4 CAP	BX	13.68
F574517	FOLDER-HG-LR-RCY-GN-25BX	BX	6.94
F585010	PK-N-ROLL BLK)	PK	12.14
F70M01075	CLIPBOARD-RCYD-PLSTC-BE	EA	1.03
F70M01076	CLIPBOARD-RCYD-PLSTC-BK	EA	0.96
F70M01077	CLIPBOARD-RCYD-PLSTC-BY	EA	1.03
F70M01920	CLIPBOARD-RCYC-HRDBD LTR	EA	0.49
F80M01434	FLDR-FASTN MAN-ENDTB STR	BX	16.22
F80M01634	END TAB FLDR STR LTR DBL MAN	BX	11.41
F80M01640	CLSS FLDR ET LTR 2DV MAN 10CT	BX	20.40
F80M01646	CLSS FLDR ET LTR 1DV LGRN 10CT	BX	21.17
F80M01647	CLSS FLDR ET LTR 2DV LGRN 10CT	BX	17.06
F80M01663	PKT ET LTR MAN 3-1/2 25BX	BX	27.10
F80M01671	PKT-ET 3-1/2-LTR-BN10BX	BX	16.41
F80M01673	FLDR-FST ET LTR-BE-ST CT	BX	17.13
F811230	FOLDER-MNLA-LMNTD-LTR	BX	12.78
F811750	POCKET-FILE-LTR-1.5-EXP	BX	31.98
F813160	FOLDER-LTR-11PT-FSTNR	BX	20.41
F816640	FOLDER-LTR-2-TAB-100/BX	BX	19.44
F866300	JACKET-X-RAY-W/PCKT-100BX	BX	97.00
F8H110DBL	FOLDER-END-RCYL-100BX-BE	BX	16.71
F8H110DGR	FOLDER-END-RCYL-100BX-GN	BX	18.04
F8H110DR	FOLDER-END-RCYL-RD-100BX	BX	16.71

F8H110DY	FOLDER-END-RCYL-YW-100BX	BX	18.04
F8S13641	FLDR-ET-2 FST-LTR-MLA	BX	17.95
H10M01995	20 SHT ELECTRIC STAPLER	EA	14.23
H10M01996	25 SHT ELECTRIC STAPLER	EA	38.98
H10M97112	REMOVER-STAPLE STD-BK	EA	0.15
H10M97553	STAPLER-FULL-BK-STRIP	EA	2.48
H10M99216	STD STAPLES-3PK	PK	1.18
H135107	STAPLES-STD LPLE-210	PK	0.82
H150050	STAPLES-CARTRIDGE-5M	BX	3.68
H154501	STAPLER-FULLSTRIP-BK-545	EA	2.75
H169008	STAPLER-ELEC-690E-BK	EA	89.09
H174701	STAPLER-4IN REACH-BK	EA	6.56
H191900	STAPLE-STD-FULLSTP-5MBX	BX	0.39
H20M96603	PUNCH-3HOLE HD-W/DRAWER	EA	20.97
H20M99263	2 OR 3 HOLE PAP PUNCHES	EA	3.02
H274357	PUNCH-PPR-3HOLE-VERTICAL	EA	29.97
H2A7074065	PUNCH-EASYVIEW-LIGHT	EA	11.78
H30M96186	SCISSORS-8"STRGT-RD-ECON	EA	1.15
H30M97679	SCISSORS-8"STRT-BK-ECON	EA	1.24
H40M99146	OMX JUM NON-SKDPAP- 10PK	PK	2.94
H40M99147	OMX JUM SMOOTH PAP CLP 10	PK	2.64
H40M99148	OMX #1 NON SKID PAP CLIPS 10	PK	0.96
H40M99149	OMX #1 PAP CLIPS SMOOTH 10PK	PK	0.90
H40M99274	BINDER-CLPS VALUE-48/PK	BX	3.62
H40M99801	CLIPS-MNI BNDR-BK-60/PCS	PK	0.68
H40M99802	CLIPS-SM BK BNDR-36/PK	PK	0.44
H40M99803	CLIPS-MED BNDR-BK-24/PK	PK	0.64
H40M99824	PREM PPR CLP JUM SMOOTH 4PK	PK	2.18
H40M99826	PREM PPR CLIPS #1 SMOOTH 4PK	PK	0.59
H40M99954	PINS-CLÉAR PUSH-250/BX	BX	0.42
H40M99955	COL PUSH PINS 250CT	BX	1.21
H472580	CLP-PPR-JMBO-SMTH-1M/PK	PK	3.00
J1523024	CRAYON-CRAYOLA-24/BX-AST	BX	1.18
J1684012	PENCIL-COLOR-12 CLR/ST	ST	3.22
J40M01086	ALUM FRMD MARK BRD 2X1.5	EA	13.68
J40M01087	BRD-ALUMINUM-FRMD CRK BD	EA	17.56
J40M01093	OAK FINISH CORK BRD 3X2	EA	20.10
J40M01098	ALUMINIUMFRMD CORK BRD 3X4	EA	33.12
J40M02081	ALUM FRME MAG DE BD 36"X48"	EA	34.30

J40M02082	FRAME-MAG DE-ALUM 18X24	EA	13.05
J40M02083	FRAME-MAG ALUM-DEBD24X36	EA	20.28
J40M02169	BLK ALUM FRME DRY ERASE 18X24	EA	16.25
J40M98444	ERASER-MARKER BD-BK	EA	1.27
J4168231	BRD-FRMD 24X36-OAK CRK	EA	32.52
J4183341	BRD-FBR PLSFRM-GR-36X48	EA	57.05
J481505	ERASER-WHITE BOARD	EA	1.42
K11070062RN	FRME RNWL MUSEUM 8.5X11 BRNZ	EA	6.19
K11070082RN	FRME RNWL MUSEUM 11X14	EA	7.31
K30M00742	BUSS CD HOLDER BLK	EA	0.39
K30M00743	PENCIL CUP BLK	EA	0.99
K30M00747	INCLINE SORTER BLK	EA	3.25
K30M01266	SORTER-FILE-BLACK	EA	3.25
K30M01272	TRAY-LTR-BK-2PK	EA	1.63
K30M01277	SORTER-BK	EA	2.20
K30M01279	TRAY-LETTER-BLACK	EA	0.80
K316663	SYSTEM-LTR-SKE-F/HOTFILE	ST	50.88
K32647HBK	ORGIZER-HOR-LTR-7TIR-BK	EA	31.05
K441028	BULB-INCAND-60WATT-4/PK	PK	3.51
K525509	CLOCK-WALL-BK-CASE 14"	EA	9.39
K629551	WASTEBASKET-13 QT-SML BK	EA	3.23
K6P1TB74820	LINER-WSTE-40-45GL-HYWT	CT	35.66
K6P1TB76015	LINER-WSTE-55GL-MEDWT	CT	19.88
K6PS4209K	LINER-TRSH-16GL-500CT-BK	CT	48.89
K6RP333915K	LINER-TRSH-33GL-150CT-BK	CT	35.55
K6RP385815K	LINER-TRSH-60GL-100CT-BK	CT	40.44
K6RP404615K	LINER-TRSH-45GL-100CT-BK	CT	34.16
K6RP434715K	LINER-TRSH-56GL-100CT-BK	CT	36.97
K6RX372XG	LINER-TRSH-30GL-250CT-GY	CT	33.41
K6RXS4210XG	LINER-TRSH-10GL-500CT-GY	CT	22.58
K6WB0057	BLK OFFCE WASTEBASKET 13QRT	EA	2.11
K73216701	SHRDDR-FLWS-CNC DLX PSNL	EA	112.36
K73227901	SHRDR-INTLLISHRD-PS-79CI	EA	148.62
L1CG3700	FILM-LASER-COLOR-50/BX	BX	28.67
L202201	BINDER-3/RG-WE-N/GL-.5	EA	4.12
L202301	BINDER-3/RG-WE-N/GLARE-1	EA	4.12
L202601	BINDER-3/RG-WE-N/GLARE-3	EA	8.49
L205850	ECONOMY VIEW BINDER 1"WHT 2PK	PK	3.60
L205852	ECONOMY VIEW BINDER 3"WHT 2PK	PK	6.70

L205854	ECONOMY VIEW BINDER 2"WHT 2PK	PK	5.17
L205858	ECONOMY VIEW BNDR 0.5"WHT 2PK	PK	2.89
L20M02225	POCKETS-BINDER-5PK ASST	PK	1.54
L20M02765	ECON VW BINDER WHT 1"	EA	1.54
L20M02766	ECON VW BINDER WHT 1"2PK	PK	3.60
L20M02773	ECON VW BINDER BLK 2"	EA	2.29
L20M02775	ECON BINDER BLK 1"2PK	PK	1.55
L20M02776	ECON BINDER BLU 1"2PK	PK	1.55
L20M02777	ECON VW BINDER WHT 0.5"2PK	PK	2.89
L20M02781	ECON VW BINDER WHT 1.5"2PK	PK	3.57
L20M02783	ECON BINDER BLU 2"2PK	PK	3.71
L20M02784	ECON BINDER BLK 2"2PK	PK	4.00
L20M02786	ECON VW BINDER WHT 3"	EA	3.48
L20M02787	ECON BINDER BLK 3"2PK	PK	6.99
L20M02788	ECON BINDER BLU 3"2PK	PK	6.99
L20M02790	ECON VW BINDER WHT 2"2PK	PK	5.17
L20M02792	ECON VW BINDER WHT 3"2PK	PK	6.70
L20M02831	OMX DURABLE BINDER BLK 3"	EA	5.51
L20M02878	OMX FLDR 2PKT 3P LTBLU 25PK	PK	6.19
L20M02882	OMX FLDR 2PKT LT BLU 25PK	PK	4.30
L20M02883	OMX FLDR 2PKT DK BLU 25PK	PK	4.30
L20M02886	OMX FLDR 2PKT YLW 25PK	PK	4.30
L20M02971	OMX DUR VW BINDER BLU 2"	EA	4.24
L20M02983	BNDR-OM DUR VW-WE-NGL 5"	EA	4.12
L20M02986	OMX DUR VW BDR SLNT RNG WHT 1"	EA	2.62
L20M02988	OMX DUR VIEW 1"BDR NOGLARE WHT	EA	4.12
L20M02997	OMX DUR VW BNDR NOGLARE WH 3"	EA	8.49
L20M02998	OMX DUR VW BDR SLNT RNG WHT 3"	EA	4.53
L20M03068	INP HD NOSTK VW 1"BNDR WHT	EA	3.46
L20M03289	OMX DURABLE 1"BINDER BLU	EA	2.17
L20M96000	STD WGT SHT-PROT-100/BX	BX	5.49
L20M96202	LCKG D-RING VIEW BINDR 5"WHT	EA	17.13
L20M96208	LCKG D-RING VIEW BINDR 4"WHT	EA	8.97
L20M96213	LCKG D-RING VIEW BINDER 3"WHT	EA	6.46
L20M96774	EZ LOAD LOCKING D-RING WHT 2"	EA	3.74
L20M97124	HWG 100CT-SHT-P.NON GLAR	BX	6.91
L216404	ECONOMY BINDER 1"BLK 2PK	PK	1.55
L216405	ECONOMY BINDER 1"BLU 2PK	PK	1.55
L216412	ECONOMY BINDER 2"BLK 2PK	PK	4.00

L216413	ECONOMY BINDER 2 BLU 2 PK	PK	3.71
L216416	BINDER-3"RR-2PK-ECON-BK	PK	6.99
L216417	BINDER-3"RR-2PK-ECON-BE	PK	6.99
L216420	ECONOMY VIEW BNDR 1.5"WHT 2PK	PK	3.57
L21702910	HEATSEAL H312 JAM FREE LAMINAT	EA	165.52
L227251	BINDER-3RING-1CAP-BE	EA	2.17
L227551	BINDER-3RING-2CAP-BE	EA	4.24
L227650	BINDER-3RING-3CAP-BK	EA	5.51
L23745022	POUCH-LAM-LTR-3MIL-100PK	PK	19.36
L262029	PRTCTR-SHT-TOP-RECYCLE	BX	8.29
L270020	BINDER-ECOVUE-WE-1"DRING	EA	3.77
L270021	BINDER-ECOVUE-1.5"DRING	EA	4.36
L270022	BINDER-ECOVUE-WE-2"DRING	EA	5.21
L270023	BINDER-ECOVUE-WE-3"DRING	EA	6.87
L273601	SHEET-LMNTNG-9X12-50/BX	BX	10.37
L287010	BINDER-1"D-RING-WE	EA	3.11
L287030	BINDER-2"D-RING-WE	EA	4.49
L287050	BINDER-3"D-RING-WE	EA	6.16
L287051	BINDER-3"-D-RING-BK	EA	6.05
L288000	BINDER-VIEW-.5"-ROUND-WE	EA	3.57
L288010	BINDER-VIEW-1"-ROUND-WE	EA	3.48
L288011	BINDER-VIEW-1"-ROUND-BK	EA	3.57
L288050	BINDER-VIEW-3"-ROUND-WE	EA	7.00
L288051	BINDER-VIEW-3"-ROUND-BK	EA	7.00
L2DL951	CTG-DUAL LAMNTE-RFL	EA	27.98
L2MBV1130WE	BINDER-VALUEVIEW-3"-WE	EA	3.43
L2SPR19751	BINDER-VUE-11X8.5-3"WE	EA	3.48
L30M96160	PREPRINTED TOC DIV BLK/WH 5TAB	EA	1.07
L30M96161	PREPRINTED TOC DIV BLK/WH 8TAB	EA	1.37
L30M96162	PREPRINTED TOC DIV BL/WH 10-TAB	EA	1.76
L30M96163	PREPRINTED TOC DIV BL/WH 12-TAB	EA	1.91
L30M96164	PREPRINTED TOC DIV BL/WH 15-TAB	EA	2.03
L30M96165	PREPRINTED TOC DIV BLK/WHT A-Z	EA	2.87
L30M96166	PREPRTD TOC DIV BLK/WH JAN-DEC	EA	1.59
L30M96167	PREPRINTED TOC DIV BLK/WHT 1-31	EA	3.77
L30M96168	PREPRINTED TOC DIV MULTI 5-TAB	EA	0.76
L30M96169	PREPRINTED TOC DIV MULTI 8-TAB	EA	1.20
L30M96170	PREPRNTD TOC DIV MULTI 10-TAB	EA	1.51
L30M96171	PREPRNTD TOC DIV MULTI 12-TAB	EA	1.71

L30M96172	PREPRNTD TOC DIV MULTI 15-TAB	EA	1.99
L30M96173	PREPRINTED TOC DIV MULTI A-Z	EA	2.68
L30M96174	PREPRNTD TOC DIV MULTI JAN-DEC	EA	2.16
L30M96175	PREPRINTED TOC DIV MULTI 1-31	EA	3.77
L30M96177	INDEX DIV CLEAR 8 TAB 3 PK	PK	3.17
L30M96178	INDEX DIV MULTI C/N 5 TAB 3 PK	PK	1.04
L30M97171	INDEX-W/LABEL-5TAB/25BOX	BX	28.99
L30M97173	INDEX-W/LABEL-8TAB/25BX	BX	60.41
L30M99023	INSERTABLE DIV 8-TAB COL 3PK	PK	1.89
L30M99024	WTE-ON 5-TAB DIV WHT 3PK	PK	1.77
L30M99025	INSERTABLE DIV 5-TAB CLEAR 3PK	PK	0.96
L30M99026	INSERTABLE DIV 5-TAB COL 3PK	PK	1.26
L30M99028	WTE-ON DIV 8-TAB WHT 3PK	PK	2.55
L30M99029	WTE-ON DIV 5-TAB COL 3PK	PK	2.34
L30M99030	INSERTABLE DIV 8-TAB CLEAR 3PK	PK	1.89
L30M99977	DIVIDER-LTHR TBS-JAN-DEC	ST	1.34
L311122	INDX-BDR-11X8.5-WH-5 CLR	ST	0.66
L311125	INDEX-A-Z-MULTI	ST	3.31
L311127	INDEX-MONTH-MULTI	ST	2.56
L311130	INDEX-F/3RG-5WE-8.5X11	ST	1.55
L311132	INDEX-F/3RG-8WE-8.5X11	ST	2.29
L311133	INDEX-F/3RG-8CLR-8.5X11	ST	2.29
L311135	INDEX-F/3RG-10CLR-8.5X11	ST	2.83
L311437	INDEX-LSR-8TAB-HP-5ST/PK	PK	14.94
L311501	INDEX-RGBDR11X8.5-36STBX	BX	21.89
L5W291	RCK-WALLUNIT STRTR-10PKT	EA	54.24
L8CS55	HDSET-CDLESS-1.9GHZ SYS	EA	187.37
L8H41N	HDSET-MRGE N AMP-NOISE R	EA	51.70
L8H91N	HEADSET-ENCR-NOISE REDUC	EA	74.98
L8HW251N	HDSET-SUPRAPLUS-WIDEBAND	EA	41.82
L8M22	UNVSL MOD ADPTR WIDEBAND TECHNOLOGY	EA	68.18
L9DA146	BAT-8.4V-ZINC-MED	EA	2.55
L9DA146X	BATTERY-8.4 VOLT	EA	2.55
L9MN1500B16	AA BATT 16 WIDE CD	PK	10.28
L9MN1500B20Z	BATTERIES-CPPRTP-AA 20PK	PK	10.28
L9PC1300	BATTERY-PROCL SZ D-12/BX	BX	6.12
L9PC1400	BATTERY-PROCELL-C-12/BX	BX	4.90
L9PC1500BKD	BATTERY-PROCELL-AA-24/PK	BX	4.36
L9PC1604BKD	BATTERY-PROCELL-9V-12/BX	BX	9.26

L9PC2400BKD	BATTERY-PROCEL-AAA-24/PK	BX	4.36
M10M96122	10 DIGIT CALCULATOR OM96122	EA	8.08
M1EL2630P111	CALC-DESKTOP-PRNTNG-BGE	EA	103.70
M1HR100TM	CALCULATOR--PRINTING	EA	37.97
M6102011	TPE-AUDIO-COM-120-120MIN	EA	0.80
M6BM575A	RECORDER-MICRO-CASSETTE	EA	150.68
M6RQ2102	RECORD-STD-SLMLINE	EA	20.97
N10M96374	BLPT RT MEDIUM BLK 12PK	DZ	7.21
N10M96375	BALL PT RT MEDIUM BLU 12PK	DZ	7.21
N10M97246	PEN-RUBBERBALL-BE-MED	DZ	2.86
N10M97247	PEN-RUBBERBALL-BK-MED	DZ	2.85
N10M97248	PEN-RUBBERBALL-BK-FN	DZ	2.85
N10M97460	PEN-SECURITY-W/HOLDER	EA	2.53
N10M97461	REFILL-CHAIN PEN-BK-MED	EA	0.56
N10M97462	PEN-CHAIN-MED-BK	EA	1.54
N10M97520	PEN-RLR-MED-BK	DZ	9.36
N10M97521	PEN-RT-GELROLL-MED-RD	EA	0.78
N10M97522	PEN-RETRACTABLE-GEL BLU	DZ	9.36
N10M97524	PEN-GELSTICK-MED-BU	EA	0.56
N10M97548	PEN-GELSTICK-BK-MED	DZ	6.72
N10M97549	PEN-GELSTICK-MED-BU	DZ	7.80
N10M99364	PEN-STICK-BE	DZ	0.76
N10M99365	PEN-STICK-BK	DZ	0.70
N10M99370	STICK PENS-W/GRP-BK-48PK	PK	3.24
N10M99388	RED STICK GEL W/GRIP 5CT	PK	3.35
N115001	PEN-GEL-RTRCTBLE-BK	DZ	13.71
N115002	PEN-GEL-RTRCTBLE-BE	DZ	13.71
N131020	PEN-RLRBLL-G2GEL-FPT-BK	DZ	9.86
N131021	PEN-RLRBLL-GELINK-FPT-BE	DZ	9.86
N132220	PEN-BP MED-ESYTOUCHRT-BK	DZ	6.24
N132221	PEN-BALL-RETRACT-MED-BE	DZ	6.24
N132222	PEN-BALL-RETRACT-MED-RD	DZ	6.24
N13311131	PEN-BALL-BE-M-PMOP	DZ	0.83
N13321131	PEN-BALL-RD-M-PMOP	DZ	0.83
N13331131	PEN-BALL-BK-M-PMOP	DZ	0.96
N13361131	PEN-BALL-BE-F-PMOP	DZ	0.85
N13381131	PEN-BALL-BK-F-PMOP	DZ	0.85
N160040	PEN-ROLLER-MICR ONYX-BK	DZ	10.00
N16120187	PEN-MEDPT-RD-COMFORTMATE	DZ	6.95

N16310187	PEN-BALLPT-RETRAC-BE	DZ	4.44
N16320187	PEN-BALLPT-MED RETRAC-RD	DZ	4.57
N16330187	PEN-BALLPT-MED RETRAC-BK	DZ	4.93
N16380187	PEN-BALLPTFINE-RETRAC-BK	DZ	4.57
N16430131	PEN-BALLPT-RET-COMFRT-BK	DZ	6.43
N165452	PEN-UNIGEL-GRIP STK-RD	DZ	6.93
N165800	PEN-UNIBALL-GEL IMPCT-BK	DZ	15.96
N165870	PEN-UNIBALL-GEL-RT-BK	DZ	17.44
N185526PP	FLEXGRIP ELITE RT ASST 4PK	PK	3.00
N185580	PEN-FXGRP ELT-MD RT-BK	DZ	8.52
N185581	FLEXGRIP ELITE RT MED BLU 12PK	DZ	8.52
N19610131	PEN-BALL-FLEXGRIP-M-BE	DZ	5.20
N19630131	PEN-BALL-FLEXGRIP-M-BK	DZ	7.18
N19680131	PEN-BALL-FLEXGRIP-F-BK	DZ	7.18
N1CSM11BK	PEN-CLIC STC-BK-RT-MED	DZ	3.66
N1GSF11BK	PEN-BALL-BK-F-BIC-ROUND	DZ	0.70
N1GSM11BE	PEN-BALL-BE-M-BIC-ROUND	DZ	0.83
N1GSM11BK	PEN-BALL-BK-M-BIC-ROUND	DZ	0.99
N1GSM11RD	PEN-BALL-RD-M-BIC-ROUND	DZ	0.83
N1SCSF11BE	PEN-BALLPT-RETRACT-F-BE	DZ	6.24
N1SCSF11BK	PEN-BALLPT-RETRACT-F-BK	DZ	6.24
N1SCSM11RD	PEN-BALLPT-RETRACT-M-RD	DZ	4.20
N1SCSMV11BLK	PEN-SOFT-RT-PVC/DZ-BK	DZ	4.08
N1SCSMV11BLU	PEN-SOFT-RT-PVC/DZ-BE	DZ	3.72
N1SCWB11BK	PEN-BALL PT-WIDE MED-BK	DZ	4.42
N1VCG11BK	PEN-BALLPT-RET-ATLNTS-BK	DZ	5.64
N20M97468	MARKER-PERM-BK	DZ	4.44
N20M97469	MARKER-PERM-RD	DZ	4.44
N20M97470	MARKER-PERM-BU	DZ	4.44
N20M97544	MARKER-DRY ERASE-BK	DZ	6.84
N20M97545	MARKER-DRY ERASE-RD	DZ	6.84
N20M97546	MARKER-DRY ERASE-BU	DZ	7.05
N20M97551	MARKER-PERM-BK	DZ	1.73
N20M97552	MARKER-CHISEL-RD	DZ	1.73
N20M99373	HIGHLIGHTER-DSK-ASST	DZ	4.67
N20M99455	DESKSTYLE HIGHLTR CHSL YLW 12 PK	DZ	6.17
N213601	MARKER-BK-F-PERM-INDUST	DZ	6.57
N213801	MARKER-BK-XF-PERM-INDUST	DZ	6.06
N224000	HILIGHTER-FLUORESCENT-YW	DZ	4.08

N225005	HIGHLIGHTER-MAJOR-YW	DZ	4.45
N225006	HIGHLIGHTER-MAJOR-OR	DZ	4.45
N225009	HIGHLIGHTER-MAJOR-PK	DZ	4.45
N225010	HIGHLIGHTER-MAJOR-TQE	DZ	4.45
N225019	HIGHLIGHTER-MAJOR-LV	DZ	4.45
N225025	HIGHLIGHTER-MAJOR-FYW	DZ	4.45
N225026	HIGHLIGHTER-MAJOR-FLG	DZ	4.45
N227005	HIGHLIGHTER-YW-F	DZ	4.45
N227025	HIGHLIGHTER-FYW-F	DZ	4.45
N230001	MARKER-BK-F-PERM	DZ	6.44
N230002	MARKER-RD-F-PERM	DZ	6.31
N230003	MARKER-BE-F-PERM	DZ	6.31
N230004	MARKER-GN-F-PERM	DZ	6.31
N232001	TIP-SNFRD-SHRPIE TWN-BK	DZ	11.51
N232701	MARK-SHARPIE FN RT-BK	DZ	11.66
N233001	MARKER-SUPER-SHARPIE-BK	DZ	9.53
N235001	MARKER-BK-XF-PERM	DZ	6.31
N237001	MARKER-PERM-ULTRAFINE-BK	DZ	6.31
N238264PP	MK-SHRP-CHSL-4/ST	PK	2.84
N2523008	CRAYON-CRAYOLA-8/PK-AST	PK	0.48
N264291	MARKER-PERM-3000-BK	EA	0.12
N264324	HIGHLIGHTER-4009-FYW	DZ	1.32
N264326	HIGHLIGHTER-4009-YW	DZ	1.32
N264327	HIGHLIGHTER-4009-PK	DZ	1.32
N264328	HIGHLIGHTER-4009-BE	DZ	1.32
N264329	HIGHLIGHTER-4009-GN	DZ	1.32
N280001	MARKER-DRYERASE-CHSL-BK	DZ	6.80
N280002	MARKER-DRYERASE-CHSL-RD	DZ	7.92
N280003	MARKER-DRYERASE-CHSL-BE	DZ	6.80
N280174	EXPO II 4-COL CHISEL-TIP SET	ST	3.09
N283001	MARKER-EXPO-CHISEL-BK	DZ	9.28
N283002	MARKER-EXPO-CHISEL-RD	DZ	9.28
N283003	MARKER-EXPO-CHISEL-BE	DZ	9.28
N283004	MARKER-EXPO-CHISEL-GN	DZ	9.28
N283008	MARKER-EXPO-CHISEL-PE	DZ	9.28
N284001	MARKER-EXPO-FINE-BK	EA	0.67
N28410152	PEN-PORS-MED-BE-FLAIR	DZ	9.14
N28420152	PEN-PORS-MED-RD-FLAIR	DZ	9.14
N28430152	PEN-PORS-MED-BK-FLAIR	DZ	9.14

N28440152	PEN-PORS-MED-GN-FLAIR	DZ	9.14
N286661	MRKR-D ERSE-FNE-BK-4PK	PK	2.28
N298028	MARKS-A-LOT MARKERS BLK 12PK	PK	5.45
N2BL11PK	HIGHLIGHTER- PK-F	DZ	2.47
N2BL11YW	HIGHLIGHTER- YW-F	DZ	2.47
N40M97039	PENCIL-LEAD-.5MM-30TB	TB	0.72
N40M97040	PENCIL-LEAD-.7MM-30TB	TB	0.72
N40M99363	PENCIL-MECH-BX	DZ	2.07
N50M97010	PENCIL-WOOD-#2-YW	DZ	0.55
N50M97245	PENCIL-GOLF-3.5" #2 HB	GS	3.28
N50M99382	PENCIL-72/PK-YW	PK	2.22
N512235	PENCIL-#2-PRE-SHARPENED	DZ	0.68
N60M99379	CAP ERASER ASSTD 25CT BXD	PK	0.60
N60M99381	ERASER-PINK-5PK	PK	1.25
P1050805HTB	PPR-TOP&BOT-5HP	CT	26.46
P10M44001	PPR-MXBRT MP-8.5X11 20#	RM	4.00
P10M44006	PPR-MXBRT LSR-8.5X11-24#	RM	5.15
P10M55953CTN	PPR-30%RECYCLD-CPY 10-R	CT	33.04
P10M55953DUP	DUPL-USE P1-OM55953-CTN	CT	33.04
P10M55956	PPR-MXBRT100%-RYCL8.5X11	RM	3.77
P10M55957	PPR-MXBRT30%-RYCL 8.5X11	RM	3.31
P10M55958	MAXBRITE CPY RECYCLE 3HP REAM	RM	3.51
P10M96069	PPR-PHT GLSS-8.5X11-50CT	PK	25.09
P10M98029	PPR-MXBRT 11"-REAM	RM	3.01
P10M98043	PPR-400060168113-14"RM	RM	3.74
P10M98045	PPR-400060204415-3HP RM	RM	3.25
P10M98046	PPR-400060208796-17"RM	RM	5.89
P10M98180	PAPER-5HP-TOP-8.5X11-WE	CT	18.03
P10M98181	PAPER-8.5X11-2HP-TOP-WE	CT	18.03
P10M98183	PAPER-5HP-LEFT-8.5X11-WE	CT	18.03
P10M98185	PAPER-8.5X11-WE-5.5 PERF	CT	18.03
P10X9001	PPR-X-9 20#-8.5X11-WE	RM	3.02
P10X90015SKD	PPR-XERO8.5X11-20 WE 5PL	PL	5,657.13
P10X9001CTN	PPR-X-9 20#-8.5X11-WE	CT	30.24
P10X9001JR	PPR-X-9 8.5X11-2500/SHTS	CT	15.40
P10X9001P	PPR-X-9 20#-8.5X11 3HP	RM	3.31
P10X9001PCTN	PAPER-XEROPUN-8.5X11WE20	CT	33.02
P10X9001PSKD	PAPER-XERO-PUN-8.5X11-WE	PL	1,320.64
P10X9001SKD	PPR-X-9 20#-8.5X11-WE	PL	1,135.35

P10X9004	PPR-X-9 20#-8.5X14-WE	RM	3.92
P10X9004CTN	PAPER-XERO-WE-8.5X14-20#	CT	39.11
P10X9007	PPR-X-9 20#-11X17-WE	RM	6.15
P10X9007CTN	PAPER-XERO-WE-11X17-20#	CT	30.74
P13R2047	PAPER-8.5X11-WE-4200 DP	RM	3.01
P185283	PAP-1ST CHOICE-LASERLTR	RM	13.65
P1BCP2817	PPR-LASR-28#-17X11-WE	RM	19.79
P1BPL0111	PAPER-LASER-24#-WE-PRES	RM	5.53
P1BPL0117	PAPER-LASER-24#-WE-PRES	RM	11.68
P1BPL0211	PAPER-LASER-28#-WE-PRES	RM	6.45
P1BPL0218	PAPER-LASER-32#-WE-PRES	RM	7.37
P1BPL0219	PAPER-LASER 32#-WE PRES	RM	15.58
P1BSP11CGY	PPR-8.5X11-BWRCPY 24#GY	PK	35.76
P1BSP11UCTL	PPR-8.5X11-BWRUN 24#TL	PK	34.39
P1BSP11VDGN	PPR-8.5X11-BWRVD 24#GN	PK	34.39
P1BSP11VDGPF	PPR-8.5X11-BWRVD-24#-GN	PK	35.76
P1CC2241	PPR-X-9-24#-92-WE-8.5X11	RM	3.91
P1HPBC11	PPR-HPBUS COPY-8.5X11	RM	3.37
P1MP1050	PPR-8.5X11-WE-X-9+-20#	RM	3.51
P1MP22010R	PPR-PASTEL20#-11" ORCHID	RM	3.83
P1MP22011Y	PAPER-BOND-IY-8.5X11-20#	RM	3.83
P1MP2201BE	PAPER-BOND-BE-8.5X11-20#	RM	3.83
P1MP2201BF	PAPER-BOND-BF-8.5X11-20#	RM	3.83
P1MP2201CY	PPR-PASTEL20#-11" CY	RM	3.83
P1MP2201GN	PAPER-BOND-GN-8.5X11-20#	RM	3.83
P1MP2201GRP	PPR-FIREWORX-GOLD PASTEL	RM	3.83
P1MP2201GS	PPR-FRWKX-8.5X11 20#-GN	RM	3.83
P1MP2201LV	PPR-BOND-LAV-8.5X1120#	RM	3.83
P1MP2201PK	PPR-PASTEL 20#-8.5X11-PK	RM	3.83
P1MP2201SN	PPR-PASTEL 20#-8.5X11-SN	RM	3.83
P1MP2651BW	PPR-PASTEL 65#-CVR 11"WE	PK	4.87
P1SP8420	PPR-SPLOX-WE-8.5X11-92B	CT	17.35
P20M00708	ENV-1ST CL-WE-10X13-100	BX	17.96
P20M01925	ENV-#10PEEL/SEAL-500BX	BX	27.26
P20M97222	ENV-CLASP 6X9-100/BX	BX	4.54
P20M97225	ENV-CLASP 9X12-100BX	BX	8.31
P20M97226	ENV-CLASP 100BX-9.5X12.5	BX	6.76
P20M97227	ENV-CLASP 10X13-100BX	BX	6.51
P20M97233	ENV-INTERDPT-10X13 28LB	BX	12.63

P20M97234	ENV-INTERDPT-10X13-32LB	BX	13.42
P20M98123	ENV #10 WHT 500 COUNT OMX	BX	7.23
P20M98124	ENV WIN #10 500CT OMX	BX	10.53
P21118685	CAREMAIL 25CT PADDED ENVELOPES #7	CT	27.19
P21143419	CAREMAIL 25CT PADDED ENVELOPES #0	CT	9.69
P263560	ENVELOPE-10X13-INTER-OFF	CT	32.36
P30M96730	MEMO-BOOK-16#-3X5	DZ	7.20
P30M97294	EASEL-PADRULED-27X34 2CT	CT	14.17
P30M97312	BOOK-STENO 6X9-GN-GREGG	EA	0.50
P30M97313	PAD-WIDE-RLD-CA-8.5X11	DZ	5.54
P30M97316	PAD-WIDE-RLD-WE-8.5X11	DZ	5.54
P30M97319	PAD-LGL-RLD-WE-8.5X113/4	DZ	19.48
P30M97326	BOOK-STENO 6X9-GN-GREGG	EA	0.90
P30M97330	PAD-RECYCLE-CY-5X8	DZ	6.21
P30M97331	PAD-LGL-WE-5X8-RECYCL	DZ	6.49
P30M97333	BOOK-STENO 6X9-WE-GREGG	EA	1.03
P30M97335	PAD-RECYCLE-CA-8.5X11.75	DZ	12.44
P30M97338	PAD-LGLRLD-WE-LTR-RECYCL	DZ	11.66
P30M97339	PAD-RECYL-8.5X14-PERF-CA	DZ	16.01
P30M97340	PAD-LGL-RL-WE-RECYCL	DZ	14.19
P30M97627	NOTEBOOK-1-SUB-11X8.5-70	EA	1.46
P30M98164	EASEL-STCKSLF-PAD25X30PK	PK	31.75
P30M99052	TELEPHONE MSG BK 2 PK	PK	4.56
P330011247632	PAD-WRITING-8.5X14-YW	DZ	23.70
P330013723109	PAD-WRITING-8.5X14-WHITE	DZ	21.61
P363975	PAD-24#50SH LAID 2PDPK-WE	PK	9.27
P3A10200EBLK	ECOLOGIX NOTEPRO NTBK-BLK 11X8	EA	10.19
P3A10200EGRN	ECOLOGIX NOTEPRO NTBK GRN 11X8	EA	10.19
P3TC1182	BOOK-RCPT 3PT-MONEY/RENT	EA	3.18
P40M97630	ROLL-ADD-2-1/4X128-WE	RL	0.32
P40M97633	ROLL-ADD-WE12P-2-1/4X150	PK	4.21
P40M97635	ROLL-ADD-3X150-WE	RL	0.47
P40M97637	RL-ADD 2.25X150-RCY12P	PK	7.00
P500721	FILE-SGL DRAWER-ECON-LTR	CT	55.20
P50M97207	BOX-STR ECN-KRFT-LTR12CT	CT	15.47
P50M97208	BOX-STORAGE-12X10X24ECON	CT	23.15
P50M97210	BOX-STOR ECO-LTR/LGL 12CT	CT	13.23
P50M97211	BX-STRG ECON-LTR 12/CT	CT	34.43
P50M97212	BOX-STOR-ECON LGL 12/	CT	61.90

P50M97213	BOX-RKIVELTR-WHITE-12CT	CT	23.04
P60M97259	PPR-SHADE-GNBR-14X11-15#	CT	35.39
P60M97264	PPR-14-7/8X11-GN-CNT-20#	CT	28.41
P60M97269	PPR-GNBAR-20#-14-7/8X8.5	CT	22.35
P60M97270	PPR-CONT-1PT-9.5X11-20#	CT	21.36
P60M97273	PPR-CONT-1PT-9.5X11-20#	CT	20.50
P60M97276	PPR-CONT-1PT-9.5X11-18#	CT	16.55
P60M97279	PPR-GNBAR-14X11-15#2PT	CT	50.65
P60M97282	PPR-CRBNLS-9.5X11-2PT-WE	CT	29.04
P60M97284	PPR-CRBNLS-9.5X11-3PT-WE	CT	35.37
P60M97290	PPR-LSR-CONT-12X8.5-20#	CT	20.99
Q8PT90	BROTHER PTOUCH PT-90 LABELER	EA	27.50
S10881A003	CARTRIDGE-INKJET-BC-02	EA	22.32
S10M00924	OMX INK HP 75 COL	EA	7.89
S10M00925	OMX INK HP 74 BLK	EA	6.67
S10M00926	INK HP 21 BLK	EA	6.67
S10M00928	OMX INK HP 92 BLK	EA	6.67
S10M00930	OMX INK HP 88 BLK	EA	14.67
S10M01018	TONER-OMX HP-BK-Q6470A	EA	78.26
S10M01042	OMX LSR HP-C3909X-BK	EA	65.00
S10M01044	OMX TONER HP Q5949X HY	EA	61.25
S10M02065	OMX-INK-HP 88XL-CN	EA	17.31
S10M02066	OMX HP-INK-HP 88XL-MA	EA	17.31
S10M02067	OMX-INK-HP 88XL-YW	EA	17.31
S10M02068	OMX-INK-HP 11-CN	EA	9.06
S10M02069	OMX-INK-HP 11-MA	EA	9.06
S10M02070	OMX-INK-HP 11-YW	EA	9.06
S10M02071	OMX-INK-HP 10-BK	EA	9.06
S10M02076	OMX INK HP 22 TRI-COL	EA	8.32
S10M02079	OMX INK HP 93 TRI-COL	EA	11.38
S10M03323	OMX TONER CANON GPR-6 BLK	EA	30.73
S10M03402	TNR-OMX MURATC-BK-OKI/RI	EA	34.67
S10M03405	OMX TONER RICOH 2000L BLK	EA	52.86
S10M03409	OMX TONER PANASO KX-FL511	EA	15.31
S10M03410	OMX TONER PANASO UG-3313	EA	76.08
S10M03414	OMX TONER XEROX PRO 665/685	EA	26.51
S10M03415	OMX DRM XEROX PRO 665	EA	123.75
S10M03418	OMX TONER LEXMK T630/T632 HY	EA	254.07
S10M03421	OMX TONER PANASO UF-780/790	EA	98.00

S10M96287	HP 94 COMPATIBLE REMAN	EA	19.59
S10M96288	HP 95 COMPATIBLE REMAN	EA	12.19
S10M96289	HP 96 COMPATIBLE REMAN	EA	28.26
S10M96290	HP 97 REMAN	EA	23.98
S10M96434	CTG-OFFICEMAX-BLK-HP 49A	EA	70.39
S10M96435	CTG-OFFICEMAX-BLK-HP 11A	EA	143.79
S10M96531	CTG-MAGENTA-C9703A/Q3963	EA	80.04
S10M96532	CTG-OMX-YW-C9702A/Q3962	EA	80.04
S10M96533	CTG-OMX-CYN-C9701A/Q3961	EA	80.04
S10M96534	CTG-OMX-BK-C9700A/Q3960	EA	66.45
S10M96535	PK-DUAL HP-BK-#96OMX INK	PK	22.49
S10M96546	PACK-DUAL OMX-HP94 INK	PK	21.63
S10M96574	CTG-OMX HP-BK-42X	EA	114.99
S10M96640	CARTRIDGE-OFFICEMX-BK-HP	EA	147.01
S10M98668	CTG-REMAN FOR-LXMK70	EA	23.80
S10M98669	CTG-COMP OMX-HP78DN	EA	25.38
S10M98670	CTG-COMP OMX-15M0120	EA	28.02
S10M98673	CTG-COMP-HP#15-BK	EA	22.22
S10M98674	CTG-COMP-HP#29-BK	EA	23.52
S10M98677	CTG-COMP-HP#45-BK	EA	22.84
S10M98678	CTG-COMP HP#15-2PACK-BK	PK	24.30
S10M98679	CTG-COMP HP#23-TRI-COLOR	EA	25.38
S10M98684	CTG-COMP HP#56-BK	EA	15.26
S10M98685	CTG-COMP HP#57-TRICOLOR	EA	25.38
S10M98827	CTG-COMP-OMX HP#27-BK	EA	13.99
S10M98828	CTG-COMP-OMX HP#28	EA	16.40
S10M98849	CTG-COMP-OMX 10N0016-BK	EA	22.31
S10M98859	CTG-CMPTBL-LEX1382925-BK	EA	156.40
S10M98860	CTG-CMPTBL-LEX12A5845-BK	EA	160.87
S10M98869	CTG-CMPTBL-BR TN-460-BK	EA	51.61
S10M98871	CTG-CPMTBL-HP 92274A-BK	EA	72.09
S10M98872	CTG-CMPTBLE-HP 92291A-BK	EA	93.50
S10M98874	CTG-CMPTBL-HP 92298A-BK	EA	38.58
S10M98875	CTG-CMPTBL-HP 92298X-BK	EA	24.00
S10M98877	CTG-CMPTBL-HP C3903A-BK	EA	44.32
S10M98878	CTG-CMPTBL-HP C3906A-BK	EA	48.22
S10M98879	CTG-CMPTBL-HP C3909A-BK	EA	82.90
S10M98880	CTG-CMPTBL-HP C4092A-BK	EA	40.85
S10M98881	CTG-CMPTBL-HP C4096A-BK	EA	63.64

S10M98882	CTG-CMPTBL-HP C4127A-BK	EA	53.98
S10M98883	CTG-CMPTBL-HP C4127X-BK	EA	28.89
S10M98884	CTG-CMPTBL-HP C4129X-BK	EA	124.01
S10M98885	CTG-CMPTBL-HP C4182X-BK	EA	107.10
S10M98886	CTG-COMP-HP C7115A-BK	EA	47.67
S10M98887	CTG-COMP-HP C7115X-BK	EA	54.33
S10M98888	CTG-COMP-HP C8061A-BK	EA	58.52
S10M98889	CTG-COMP-BK-HP C8061X	EA	76.14
S10M98890	CTG-COMP-HP C8543X	EA	208.78
S10M98891	CTG-CMPTBL-HP Q1338A-BK	EA	92.05
S10M98892	CTG-COMP-HP Q1339A	EA	154.15
S10M98894	CTG-CMPTBL-HP Q2612A-BK	EA	65.96
S10M98895	CTG-CMPTBL-HP Q2610A-BK	EA	90.88
S10M98902	CTG-CMPTBL-HPC9720A-BK	EA	117.33
S10M98903	CTG-CMPTBL-HP C9723A-MA	EA	158.75
S10M98904	CTG-CMPTBL-HP C9722A	EA	158.75
S10M98905	CTG-CMPTBL-HP C9721A-CN	EA	158.75
S10M98932	PACK-COMP-BK-HP#56 2PK	PK	24.75
S10M98933	PACK-COMP-OMX #57 2PK	PK	29.50
S10M99907	OMX INK HP02 BLK TWN	PK	16.50
S10M99910	OMX INK HP98 BLK	EA	8.99
S1113R00657	CTG-HIGH-CAP 4500	EA	210.47
S112A0150	TONER-OPTRAS-REMAN-W/EX	EA	132.73
S112A0350	TONER-REMAN-OPTRA-S-17.6	EA	132.73
S112A5140	TONER-REMAN-OPTRA-T-HI-Y	EA	215.69
S112A6830	TONER-T520/T522-BLACK	EA	138.26
S112A6860	TONER-PREBATE-T620/T622	EA	152.66
S112A6865	TONER-PREBATE-T620/T622	EA	301.97
S112A7632	TNR-REMAN-BK-T630/T634	EA	259.93
S118L0234	CTG-INKJET-Z65/Z55-BK	EA	24.22
S151604A	PRINT CART-PAPER-BK-THNK	EA	11.22
S151645A140	CTG-DESKJET-850C-855-BK	EA	29.15
S164015SA	TONER-STD-STAND YLD	EA	131.16
S192298A	TONER-HP LJ4/5-6800 YLD	EA	92.77
S1C3903A	TONER-LASERJET-5P-5MP	EA	79.08
S1C4092A	LSR TONER-BLK-2-500 PG YIELD	EA	52.47
S1C4096A	CTG-TONER-LSR-2100 SRS	EA	84.52
S1C4127A	TONER-LSR-F/LSRJT 4000 SER-6-000 PG YIEL	EA	83.81
S1C4127D	PACK-2XHP27X-BK-DL PACK	PK	271.75

S1C4127X	TONER-LSR-10KYLD-4000/4050	EA	108.05
S1C4182X	LSR TONER-20-000 PG YIELD	EA	159.26
S1C4836A	INKJET-CTG-HP 11-CYAN	EA	28.43
S1C4837A	INKJET-CTG-HP 11-MAGENTA	EA	28.43
S1C4838A	INKJET-CTG-HP 11-YELLOW	EA	28.43
S1C4844A	HP BLK INK CART FOR-HP2000 SER 1430PG CA	EA	28.43
S1C6578AN140	INK JET CTG-TRI-COL-CYAN-MGNTA- YEL)NO.78	EA	56.47
S1C6578DN140	CTG-#78 COLOR-INKJET	EA	33.78
S1C6615DN140	NO.15 BLK INKJT CTG FOR HP DSKJT 810C &	EA	29.47
S1C6625A	TRI-COL INK CTG FOR THE DSKJT 840C/842C/	EA	27.07
S1C6656AN140	CTG-INK-56-BK-DJ-5550/51	EA	21.33
S1C6657AN140	CTG-INK NO 57-P100 3CLR	EA	33.78
S1C6658AN140	CTG-INK-58-PHOTO-HP7150	EA	21.64
S1C7115A	LSR-TONER-HP1200/i220	EA	51.68
S1C7115X	TONER-HGH-YLD-HP1200/1220	EA	75.07
S1C8061A	TONER-SMART-4100N-6X YLD	EA	83.87
S1C8061D	PACK-2X HP 61X-BK-DL PCK	PK	271.99
S1C8061X	TONER-SMART-4100N-10KYLD	EA	108.05
S1C8543X	TONER-LASER-9000/SERIES	EA	258.27
S1C8721WN140	CTG-HP#02-BK-PRINT CTG	EA	17.77
S1C8727AN140	CTG-INK NO 27-BK DJ3320	EA	16.93
S1C8765WN140	INKCART-#94 11ML-BK	EA	19.93
S1C8766WN140	INKCART-#95 7ML TRI COL	EA	21.40
S1C8767WN140	INKCART-#96 21ML-BK	EA	28.23
S1C8774WN140	CTG-HP02-PRNT-LT CYN	EA	9.28
S1C8775WN140	CTG-HP02-LT MGNTA	EA	9.28
S1C9319FN140	CTG-TWIN PK-#56-BK	PK	34.07
S1C9348FN140	HP 96 BLK TWN PK	PK	57.87
S1C9349FN140	HP 97 TRI-COL TWN PK	PK	66.56
S1C9351AN140	CTG-HP INK-BK-C9351AN	EA	13.36
S1C9352AN140	CTG-HP22-TRI CLOR	EA	15.87
S1C9361WN140	CTG-HP#93-TRICLR-PRINT	EA	17.93
S1C9362WN140	CTG-HP#92-BLK-PRINT CTG	EA	13.36
S1C9363WN140	INKCART-#97 TRICOLOR 14ML	EA	31.58
S1C9364WN140	CTG-HP#98-BK-PRINT CTG	EA	18.34
S1C9385AN140	CTG-HP#88-BK-STD. YIELD	EA	20.28
S1C9391AN140	CTG-HP#88-LG-CYAN	EA	22.95
S1C9393AN140	CTG-HP#88-LG-YW	EA	22.95
S1C9720AD	BLK PRT CART DUAL PK	PK	254.12

S1CB335WN140	HP INK 74 VIVERA BLK	EA	13.67
S1CB337WN140	HP INK 75 VIVERA TRI-COL	EA	17.37
S1CB436A	HP TONER CB436A BLK	EA	68.05
S1CC364A	HP TONER BLK CC364A	EA	193.82
S1CC364X	HP TONER BLK CC364X	EA	274.19
S1CTGT630	CTG-TNR LM-HI YLD 21K	EA	254.07
S1GB09X	CART-REMAN-HI YIELD	EA	142.77
S1GB26A	CTG-REMAN HP-5126A	EA	22.18
S1GB27X	TONER-HP-LJ-4000-HIGHYLD	EA	61.98
S1GB82X	TONER-F/HP-LJ-8100-BK	EA	96.82
S1Q1338A	LASERJET-GNUIIN HP-Q1338A	EA	129.64
S1Q1338D	PACK-2X HP 38A-BK-DL PCK	PK	241.09
S1Q2610D	CTG-CTN-Q2610-12K-YIELD	PK	196.82
S1Q2612A	CTG-HP Q2612A-2K YIELD	EA	77.62
S1Q2613A	CARTRIDGE-TONER-BK-13A	EA	60.18
S1Q2613X	CARTRIDGE-TONER-BK-13X	EA	75.05
S1Q5942X	CTG-HP LSR-42XHIYLD-BK	EA	211.38
S1Q5942XD	CART-TONER-BK-DUAL PACK	PK	415.45
S1Q5949A	CTG-HP LASER-49A-BK	EA	66.87
S1Q5949X	CTG-HP LSR-BK-49X HIYLD	EA	116.87
S1Q6470A	CTG-COLOR LJ-BK-PRNT CTG	EA	137.51
S1Q6511A	CTG-HP LASER-11A-BK	EA	172.78
S1Q7551A	CTG-HP LJ-BK-#51A	EA	159.00
S1Q7551X	CARTRIDGE-LSRJET-BK-6HY	EA	260.31
S1Q7553A	CARTRIDGE-53A-BK-STD YLD	EA	93.90
S1S189108	CTG-EPSON-BK-S189108	EA	19.06
S1T003011	CTG-INKJT-FOR SC900-BK	EA	22.40
S1T019201	INK-CTG-STYLUS-880I-BK	EA	20.31
S211507	RIBN-PRNT-ML182/192-BK	EA	2.88
S211512	RIBN-PRT OKIDATA ML393/395 BLK	EA	19.34
S211514	RIBN-PRT OKIDATA ML590/591 BLK	EA	9.12
S211563	RIBN-PRNT-PTX-6PK-BK	PK	65.68
S2LA30RKA	RIBN-F/LA30N/LA30W-NYL	EA	8.72
S50884A003	CTG-INK-FAX-BX-3-MP-800	EA	28.67
S50M98793	CTG-CMPTBL-CANON E40-BK	EA	109.65
S50M98800	CTG-CMB OM-TN250/5000-BK	EA	20.44
S50M98804	CTG-CMPTBL-CANON FX2-BK	EA	47.53
S50M98805	CTG-CMPTBL-CANON FX3-BK	EA	33.62
S50M98806	CTG-CMPTBL-CANON FX4-BK	EA	36.30

S50M98807	CTG-CMPTBL-CANON FX6-BK	EA	75.32
S50M98808	CTG-CMPTBL-CANON FX7-BK	EA	77.93
S50M98911	CTG-COMP-PC-201 FAX	EA	10.22
S50M98913	CTG-COMP-PC301 FAX-BK	EA	12.28
S50M98925	CTG-COMP-PC201 2PK	PK	18.04
S5106R402	TONER-WRKCNTN P555/57	EA	111.65
S5106R404	FAX TONER-BLK-3-000 PG YIELD	EA	39.48
S51557A002BA	TONER-FAX-CTG-FX-3-BK	EA	58.36
S552106701	TONER-FAX-1000-2200/5600	EA	21.10
S5CTG0045	CTG-COMP-FAX-MULT-USE-BK	EA	65.70
S5CTG430222C	CTG-COMP-RICOH430222-BK	EA	73.86
S5CTG6647	CARTRIDGE-COMP-GPR-6	EA	35.46
S5CTGKX76	CTG-REMAN-BK-PAN KX-FA76	EA	21.05
S5CTGKX83	CLOVER PANASO KA-FX83 BLK	EA	15.31
S5CTGP1050	CARTRIDGE-TONER-UG551020	EA	144.45
S5CTGP13	CTG-COMP-UG-3313-BK	EA	115.54
S5CTGP50	CTG-COMP-UG-3350-BK	EA	52.17
S5CTGR404	CARTRIDGE-TONER-XEROX	EA	27.50
S5CTGR459	CARTRIDGE-DRUM-XEROX	EA	126.94
S5CTGT150	CTG-COMP-RICOH T-150	EA	62.42
S5DR200	DRUM-FAX-REPLACEMENT	EA	125.66
S5DR400	DRUM-20KPG YLD-PPF4750	EA	113.70
S5KXFA83	TONER-CTG KX KA-83 PANA	EA	26.74
S5LC418KS	CARTRIDGE-BLK-500 YLD	EA	16.97
S5PC201	FAX THERMAL PRINTING CTG-TLD 450 PAGES	EA	20.68
S5TN250	TONER-PPF2800-2900-3800	EA	26.15
S5TN430	TONER-LSR-PPF4750-5750	EA	41.93
S5TN460	TONER-HL1240-1250-1270N	EA	66.02
S5UG3350	TONER-FAX-UF585-YLD 7.5M	EA	111.02
S60M96090	3.5OZ COMP-DUSTER-2 PK	PK	5.03
S60M96091	10OZ COMP DUSTER	EA	3.49
S60M96092	10OZ COMP DUSTER 2 PK	PK	10.02
S60M96800	ANTI STATIC MON WIPES	EA	2.19
S60M96803	WIPES-MULTIPURPSE-TUB/EA	EA	3.01
S699790	CLNR-10 OZ-DUSTING GAS	EA	4.34
S704725	30PK CDR MEDIA 48X 700MB 80MIN WHT PRINT	PK	8.04
S711776	TAPE-DLT4-1/2CTG-TK-88	EA	28.88
S7183270	CTG-TPE-DLT-IV-40/80GB	EA	28.22
S7183700	TAPE-SUPER-DLT1	EA	42.32

S7183850	CTG-LTO2/200	EA	45.26
S721410	CASSETTE-10PK-90MIN	PK	3.24
S727290	CASS-60MIN-6PK-MICRO CAS	PK	4.48
S727772	CASSETTE-MICRO-90MIN-6PK	PK	4.58
S732023424	25PK CDRW MEDIA 4X-12X ONLY 700MB 80MIN	EA	18.34
S738240	VHS-160MIN-3PK-STANDARD	PK	4.11
S749687	DISK-OPT-RW-5.25-2-3G	EA	23.17
S794935	CDR-52X SLIM-CASES-10/PK	PK	4.19
S796211	DISK-FLOPPY-2MB 10PK	PK	1.95
S7C5141F	CTG-DLT IV-40/80GB	EA	28.51
S7CDRB0X50PK	CDR 50 PK SPINDLE	PK	6.97
V3603099BW	SERVICE-MPS-603099BW	EA	1.51
W301656	DISINFECTING WPS FRSH SCNT 75CT	EA	8.86
W315000	TABLETS-ADVIL-50PK/BX	BX	15.89
W320TR1276	KIT-FIRST AID-276PC	EA	28.91
W325001	KIT-FIRST AID-70 PCS	EA	15.74
W335306	CLEANER-409-ALL-PURPOSE	EA	3.68
W335307	CLNR-409-ORANGE-32OZ	EA	3.68
W34675080	SPRAY-LYSOL-FRESH-SCENT	EA	7.62
W390014	FIRST AID-ASPIRIN 50-2/PK	BX	4.72
W390015	FIRST AID-IBPRFN 50-2/PK	BX	16.48
W3CB028684	AIR-OUST-SANITIZER	EA	5.89
W3CB214629	CLNR-PLEDGE-M-S WIPES	PK	5.51
W3CB701397	WINDEX-VINEGAR-32OZ MULT	EA	6.38
W500361	WASH-HND-FOAMNG-SWT WTR	EA	3.38
W500363	WASH-HND FOAMNG-LAVENDER	EA	3.38
W5126012	SOAP-HAND-LIQUID-PUMP	EA	1.59
W51510CT	TOWEL-C-FOLD-WE-12PK/CT	CT	43.57
W516580	TISSUE-ANGL SFT-WE-2PLY	CT	54.83
W5201900	SOAP-HAND-LIQUID-GAL	EA	10.95
W521005	TISSUE-KLEENEX-5BX	PK	7.16
W523304	TOWEL-HAND-MULTI-16PK/CT	CT	28.91
W540007935425	TISSUE-FACIAL-2PLY 12/PK	PK	10.58
W540013800690	PPR-TOILET-2PLY 550SHT	RL	0.74
W546580CTN	ANGEL SFT FACIAL TISSUE CUBE	CT	43.92
W547410CTN	ENVISION FACIAL TISSUE FLAT BX	CT	26.10
W5901006	WIPES-PURELL-175-EA	EA	8.56
W5DER9652	SANITIZER-HAND PUMP-8OZ	EA	3.66

Attachment 3 to Exhibit B

Prior Cost for Calculated Savings Basis

Prior PRODUCT CODE	Qty/Ex	Prior UOM	Prior PRODUCT DESCRIPTION	GE Substitute Item Number	GE UOM	Conversion Notes
181594	7794	DZ	PEN,BALL PT,MEDIUM,STICK,BLK	N10M99365	DZ	
259444	212	EA	DESKPAD,MTHLY,22X17,BLK	B1SK240011	EA	
767315	190	EA	DESKPAD,MTH,RECYCLED,22X17,BLK	B1SK240011	EA	
715807	245	EA	BINDER,D-RING,1.5",CLEARVU,BLU	L226312	EA	
411033	227	PK	REFILL,PAD,POP N JOT,12PK	A20M96198	PK	
364364	311	BX	LABEL,LSR,ADDR,WHT,3000CT	A50M99053	PK	
258101	83	DZ	MARKER,CARTER'S,CHISEL,LRG,BLK	N20M97551	DZ	
311278	88	EA	FRAME,GALLERY WOOD,11X14,MAHOG	K110990830M	EA	
520928	99	PK	TAPE,INVISIBLE,3/4X1000,10/PK	A80M96190	PK	Priced by 10000/PK, Sold by 20736/PK
810838	448	BX	FOLDER,LTR,1/3CUT,100BX,MANILA	F10M97182	BX	
315515	199	BX	FOLDER,LTR,1/3CUT,100BX,MANILA	F10M97182	BX	
575341	120	PK	TAPE,ACITAPE,.75X1296",OD,10PK	A80M96190	PK	Priced by 12960/PK, Sold by 20736/PK
524968	396	DZ	PEN,BP,STK,MED,FLXGRIP,DZ,BLK	N10M96377	DZ	
917281	59	BX	POCKET,FILE,LETTER,5.25" CAP	F10M01561	BX	
765715	58	EA	PLANNER,MTH,APPT,9X11,BLK	B1702600511	EA	
393985	319	EA	RBN,SEAMLS,REINK,ML420,490	S242377801	EA	
855515	160	BX	FOLDER,LTR,FSTR,ET,50/BX,MNLA	F80M01672	BX	
402139	72	CT	FILE,STOR,LTR/LGL,ECONO,12/CT	P50M97210	CT	
994705	22	PK	CDR,PRT,IJ,HUB,WE,100PK	S7CDR100PACK	PK	
767245	61	EA	DIARY,DLY,REMINDER,5X8,RED	B1SD3871311	EA	
710253	51	BX	JACKET,FILE,LTR,STR,2"EXP	F10M01420	BX	
945172	40	BX	FOLDER,END TAB,FASTENER,50/BX	F862714	BX	
554288	40	BX	FOLDER,LTR,REC,50BX,MLA1&3	F80M01434	BX	
207779	37	EA	PRINT CARTRIDGE,FAX,PC201	S5PC201	EA	
642375	32	EA	DRIVE,USB,STORE'N'GO,8GB	Q395507	EA	
481395	223	PK	BOX,LTR,OD,24",12/PK	P50M97211	CT	
348037	27	CA	PAPER,COPY,8.5X11,104 BRT,BOND	P10M98023CTN	CT	
692005	40	EA	TONER,TN-330,BLACK	S1TN330	EA	
767230	132	EA	DIARY,DLY,BUS,7-11/16X12,RED	B1SD3761311	EA	
172681	38	EA	CARTRIDGE,INKJET,HP #78,TRICLR	S1C6578DN140	EA	
821543	25	BX	24ST READY INDEX 8TAB	L311168	BX	
776321	18	EA	CALCULATOR,PRINTING,EL-1197P	M1DR210TM	EA	

519341	76	EA	FLDR,CLASS,LTR,2/5,2DIV,BE	F1S12001	EA	Priced by 10/EA, Sold by 1/EA
306465	20	EA	TONER,TN110,BLACK	S1TN110BK	EA	
813360	20	CA	PAPER,COMP,14.87X11,GREEN BAR	P60M97279	CT	Priced by 1400/CA, Sold by 1800/CT
997541	30	EA	TONER,MFC8300,TN430,STD	S5TN430	EA	
628119	11	PK	TONER,BROTHER,2/PK,BLACK	S1TN350	EA	
970568	107	EA	TONER,LASER,BROTHER TN350BLK	S1TN350	EA	
605500	17	EA	DRUM,REMAN,XER 113R457,BLACK	S10M03413	EA	
752472	36	EA	TONER,SHARP FO-4700,BLACK	S5745023931	EA	
306444	13	EA	TONER,TN110C,CYAN	S1TN110C	EA	
306479	13	EA	TONER,TN110M,MAGENTA	S1TN110M	EA	
306535	14	EA	TONER,TN110Y,YELLOW	S1TN110Y	EA	
962099	32	PK	INK,HP45A/78D,COMBO,BLK,COLOR	S1C8788FN140	PK	
727381	16	EA	CARTRIDGE,PRINT,C7115A,HP	S1C7115A	EA	
980839	14	EA	PUNCH,ELECTRIC,3HOLE,PLATINUM	H274525	EA	
282451	21	EA	CHAIR,STACK,ARMLESS,BLUE	E4404191	CT	Priced by 1/EA, Sold by 4/CT
997550	43	EA	TONER,MFC8300,TN460,HI YIELD	S5TN460	EA	
164017	6	EA	TONER,REMAN,OD,BLK	S10M98891	EA	
154414	22	EA	CARTRIDGE,LASER,Q2612A	S1Q2612A	EA	
463865	31	EA	TONER,HP 36A,BLACK	S1CB436A	EA	
444550	14	EA	TONER,HP CB540A,BLACK	S1CB540A	EA	
371609	13	EA	TONER,CRG,LJ 5L,06A	S1C3906A	EA	
295223	25	EA	CARTRIDGE,HP LJ Q7553A,BLACK	S1Q7553A	EA	
233784	11	EA	DRUM,BROTHER DR-350,BLK	S1DR350	EA	
1919043	16	EA	TONER,F300/MFX1330/133,BK	S1TS41300	EA	
286943	41	EA	TONER,HP,C4127A,ULTRA PRECISE	S1C4127A	EA	
727371	10	EA	CARTRIDGE,PRINT,SMRT,C8061A,HP	S1C8061A	EA	
808256	8	EA	TONER,LJ 2100 SERIES,96A	S1C4096A	EA	
542423	10	EA	TONER,CRG,LJ,98A	S192298A	EA	
948323	7	EA	CART,UTIL,3-SHLF,18X31X37"SAND	E7450088BG	EA	
899445	6	PK	TONER,HP CLJ CC530A,2PK,BLACK	S1CC530A	EA	
706790	6	EA	FILTER,PRIVACY,17",3M	E6PF317	EA	
286934	10	EA	TONER,ULTRA PRECISE,27X	S1C4127X	EA	
727351	17	EA	CARTRIDGE,PRINT SMRT,C8061X,HP	S1C8061X	EA	
997578	18	EA	DRUM,MFC8300,DR400	S5DR400	EA	
114756	16	EA	TONER,HP 51A,LASERJET,BLACK	S1Q7551A	EA	
977952	7	EA	CARTRIDGE,LASERJET,Q6470A,BLK	S1Q6470A	EA	
460050	14	EA	PRINTER,LASERJET,MONO,P1505	Q8CE657ABGJ	EA	
616906	37	EA	CARTRIDGE,HP LASERJET 4200	S1Q1338A	EA	
319275	12	EA	CARTRIDGE,LASERJET 4600,BLACK	S1C9720A	EA	
992280	26	EA	CARTRIDGE,HP,LJ,4250/4350	S1Q5942A	EA	
238288	14	EA	FAX,LASER,2820	M3FAX2820	EA	

299718	10	EA	HP LE1851W - LCD DISPLAY - TFT		
352698	15	EA	CARTRIDGE,LASERJET 4700,BLACK	S1Q5950A	EA
428274	9	EA	TONER,8100 SERIES,HP	S1C4182X	EA
912182	5	EA	HDST,WRLS,SYS,W/LIFTER	L8V510S	EA
404672	5	EA	TONER,F/ B6300 HY YLD,BK	S152114502	EA
541575	4	EA	SHREDDER,15SHT,XCUT,SB-89CI	K73228901	EA
458175	3	EA	FILE,LATERL,2DRAWER,36"W,BLACK	E50M96835	EA
319209	5	EA	CARTRIDGE,LASERJET 4600,YELLOW	S1C9722A	EA
319099	7	EA	CARTRIDGE,LSRJET 4600,MAGENTA	S1C9723A	EA
319055	6	EA	CARTRIDGE,LASERJET 4600,CYAN	S1C9721A	EA
951333	5	EA	CHAIR,GUEST,RECPT,SIDE	E42111MBE62	EA
115036	4	EA	TONER,LASERJET,HP 51X,BLACK	S1Q7551X	EA
863152	8	EA	FAX,LASER,HIGH SPEED,2920	M3FAX2920	EA
352672	4	EA	CARTRIDGE,LJ 4700,HP,YELLOW	S1Q5952A	EA
352688	5	EA	CARTRIDGE,LJ4700,HP,MAGENTA	S1Q5953A	EA
352640	8	EA	CARTRIDGE,LASERJET 4700,CYAN	S1Q5951A	EA
466130	3	EA	FILE,LAT,CUPHNDL,4DR,42"W,BLCK	E50M96834	EA
432206	18	EA	FAX,LASER,PLN PAPER,PPF4100	M3FAX4100E	EA
619651	4	EA	CARTRIDGE,HI YIELD,M412,OPTRA	S117G0154	EA
920124	20	EA	BOARD,CORK,ALUM,GLASS DR,3X4,2	J4PA23648K	EA
800180	4	EA	PRINTER,LASER,COLOR,HL4040CDN	Q8HL4040CDN	EA
239979	2	EA	SCANNER,DESKTOP,DOCUMATE 152	Q8XDM1525DWU	EA
267331	5	EA	FAX,BROTHER,PPF4750E	M3PPF4750E	EA
817065	2	EA	PRINTER,MLFCTN,OJ PRO 8500PREM	M3CB025AB1H	EA
863835	2	EA	ALL-IN-ONE,LSRJET,CLR,CM2320NF	M3CC436AABA	EA
466140	3	EA	FILE,LAT,CUPHNDL,5DR,42",PUTTY	E5695LL	EA

EXHIBIT A
BOARD APPROVAL REQUEST

Cook County Health & Hospitals System

BOARD APPROVAL REQUEST

DATE: 08/19/2010		PRODUCT/SERVICE: Product - Office Supplies and Copy Paper	
TYPE OF REQUEST: Execute Contract		VENDOR/SUPPLIER: Guy Brown Products, Chicago, Illinois	
SELECTION METHODOLOGY: BID / RFP / GPO / COMPARABLE GOVERNMENT BID: GPO			
ACCOUNT #: SEE TABLE BELOW	FISCAL IMPACT: CCHHS: \$3,280,000.00 CCDPH: \$ 324,000.00 Total \$3,604,000.00		GRANT FUNDED AMOUNT: CCDPH Total: \$360,000.00
CONTRACT PERIOD: 10/01/2010 thru 09/30/2013		REQ # / CONTRACT #: H10-25-131	
REQUESTING DEPT/AFFILIATE: Supply Chain Management / CCHHS and CCDPH		SPONSOR: Ann Marie Huddleston, Interim Deputy Director, Supply Chain Management, CCHHS Johnny C. Brown, COO, Stroger Hospital	
IS THIS REQUEST THE LOWEST BIDDER/SUPPLIER? Yes		DESCRIBE GPO IMPACT OR BEARING ON THE PURCHASE? Additional rebates paid through GPO	

JUSTIFICATION:

Request to execute a contract for office supplies and copy paper. Two suppliers were available through the Novation portfolio, OfficeMax and Staples; Staples chose not to respond to a market basket analysis. The OfficeMax market basket analysis showed approximately \$60,000.00 in savings on top 100 office supplies and over \$20,000.00 on paper; therefore, OfficeMax was chosen. Under the Novation agreement Guy Brown is the sole distributor for OfficeMax. Both office supplies and paper will be utilizing the vendor's desktop delivery program to deliver directly to the ordering departments which will help streamline the current paper replenishment process.

TERMS OF REQUEST:

This request is to Execute Contract H10-25-131 for 36 months from 10/01/2010 thru 09/30/2013 in the total amount of \$3,964,000.00. Funds are to be allocated in the following manner:

Account		350 - Office Supplies	355 - Paper
BU	Facility	Dept Acct Tot	Dept Acct Tot
240	Cermak	\$ 255,000	\$ 60,000
891	Provident	\$ 200,000	\$ 130,000
893	ACHN	\$ 180,000	included in 897
897	Stroger	\$ 1,000,000	\$ 960,000
898	Oak Forest	\$ 270,000	\$ 225,000
564	CCDPH TB fund	\$ 75,000	\$ 30,000
895	CCDPH Corp	\$ 150,000	\$ 69,000
			\$ 324,000
974	CCDPH grant	\$ 150,000	\$ 30,000
975	CCDPH grant	\$ 150,000	\$ 30,000
			\$3,604,000
			Request # 7 \$ 360,000

APPROVED

SEP 30 2010

BY BOARD OF DIRECTORS OF THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM

• Ambulatory & Community Health Network • Cermak Health Services • Department of Public Health •
• John H. Stroger, Jr. Hospital of Cook County • Oak Forest Hospital • Provident Hospital • Ruth M. Rothstein CORE Center •

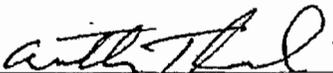
We Bring Health CARE to Your Community

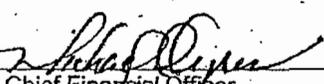
HAS THIS BEEN REVIEWED BY CONTRACT COMPLIANCE? Pending

ATTACHMENTS

BID TABULATIONS: N/A

CONTRACT COMPLIANCE MEMO: Pending

CCHHS COO: 
Anthony Tedeschi, Chief Operating Officer

CCHHS CFO: 
Michael Ayres, Chief Financial Officer

• Ambulatory & Community Health Network • Cermak Health Services • Department of Public Health •
• John H. Stroger, Jr. Hospital of Cook County • Oak Forest Hospital • Provident Hospital • Ruth M. Rothstein CORE
Center •

We Bring Health CARE to Your Community

EXHIBIT "B"

COOK COUNTY APPROVED BOARD LETTER

BUREAU OF FINANCE
OFFICE OF THE PROCUREMENT OFFICER

CONTRACTS

ITEM #17

APPROVED

Transmitting a Communication, dated April 3, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Guy Brown Products, Brentwood, Indiana, for office supplies.

Reason: The Cook County Health and Hospitals System has a contract for office supplies that is advantageous for Cook County to utilize. It has been determined that the office supplies that are provided under this contract can provide a savings of \$867,644.00.

Estimated Fiscal Impact: \$2,775,065.00 (FY 2012: \$1,665,039.00; and FY 2013: \$1,110,026.00).
Contract period: Upon execution through September 30, 2013. (Various-350 Account).

Approval of this item would commit Fiscal Year 2013.

The Purchasing Agent concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

* * * * *

ITEM #18

APPROVED

Transmitting a Communication, dated April 3, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Pacific Care Products, San Francisco, California, for hygiene products for various Cook County agencies.

Reason: Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. On September 14, 2011 bids were solicited for 11-85-133 for hygiene supplies. Ten (10) bids were received. The hygiene supplies will be used by detainees housed by the Cook County Sheriff's Office and Juvenile Temporary Detention Center. Hand soap will also be purchased by the Bureau of Facilities Management and the Office the Medical Examiner. The cost savings for this bid are estimated at \$75,914.00.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

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

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 Chief Procurement Officer. 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.

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

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

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

MBE/WBE Firm: Southcoast Paper - MBE
Address: 2300 Windy Ridge Pkwy Atlanta, GA 30339

E-mail: + Keller@southcoastpaper.com

Contact Person: Todd Keller Phone: 803-758-4069

Dollar Amount Participation: \$ 9,347.00

Percent Amount of Participation: .39 %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: Simon Label (owned by Selco Industries) MBE

Address: 1855 Fox Lane Elgin IL 60123

E-mail: Lewis.scott@simon-marketing.com

Contact Person: Lewis Scott Phone: _____

Dollar Amount Participation: \$ 8,223.00

Percent Amount of Participation: .34 %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

Attach additional sheets as needed.

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: SKM Industries Inc. MWBE
Address: 2 Rebel Hill Rd Mountain Top, PA 18707
E-mail: SKMG@SKMproducts.com
Contact Person: William Eckhart Phone: 570-868-8197
Dollar Amount Participation: \$ 1983.00
Percent Amount of Participation: .08 %
*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: Alliance Rubberbands - WBE
Address: 210 Carpenter Dam Rd Hot Springs, AZ 71901
E-mail: jdennis@alliance-rubber.com
Contact Person: Joan Dennis Phone: 501-262-2700
Dollar Amount Participation: \$ 1,563.00
Percent Amount of Participation: .07 %
*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Office Mate - MWBE
 Address: 90 Newfield Ave Edison, NJ 08818
 E-mail: jhitton@officemate.com
 Contact Person: Jeffrey Bitten Phone: (732) 225-7422 x141
 Dollar Amount Participation: \$ 8,926.00
 Percent Amount of Participation: .87 %

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

MBE/WBE Firm: Stride Inc. - WBE
 Address: 1021 Carlisle Blvd Albuquerque, NM 87106
 E-mail: info@stridewrite.com
 Contact Person: Patrick Brennan Phone: (505) 232-3201
 Dollar Amount Participation: \$ 2,708
 Percent Amount of Participation: .11 %

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

Attach additional sheets as needed.

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Omar Medical Supplies - MBE
 Address: 500 Crossing Drive #A University Park, IL 60484
 E-mail: wwilson@omarin.com
 Contact Person: Willie Wilson Phone: 708.230.5774
 Dollar Amount Participation: \$ 289.00
 Percent Amount of Participation: .01 %

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

MBE/WBE Firm: Guy Brown Toner
 Address: 9003 Overlook Ln Brentwood, TN 37027
 E-mail: trish.holland@guybrownproducts.com
 Contact Person: Trish Holland Phone: (312) 576-2583
 Dollar Amount Participation: \$ 800,000
 Percent Amount of Participation: 38* %

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

Attach additional sheets as needed.

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

** Please see Attachment A regarding Guy Brown Toner's participation.*

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

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

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

MBE/WBE Firm: Pointe Writing Company - MWBE
Address: 234 Oakwood Rd. Lake Zurich IL 60047

E-mail: sheila.liao@pointecompany.com

Contact Person: Sheila Liao Phone: 847-550-7001 x3

Dollar Amount Participation: \$ 1302.00

Percent Amount of Participation: .05 %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: Chicago Lighthouse Industries - Ability One
Address: 1850 W. Roosevelt Rd Chicago IL 60608

E-mail: john.chaney@chicagolighthouse.org

Contact Person: John Chaney Phone: 312-997-3692

Dollar Amount Participation: \$ 558.00

Percent Amount of Participation: .02 %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Guy Brown Toner

Contract # 12-84-066

Address: 9003 Overlook Ln

City/State/ Zip: Princeton, TN

Contact Person: Tish Holland

Phone: 312-576-2583 Fax: (620) 438-5022

Certification Expiration Date: 11/4/12 - MBE
2/20/12 - WBE

Race/Gender: Hispanic / Female

Email: tishholland@guybrownproducts.com

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Toner & Ink cartridges

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

\$ 800,000 or 38% Net 30

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

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

Tish Holland
Signature (M/WBE)

Tish Holland
Signature (Prime Bidder/Proposer)

Tish Holland
Print Name

Tish Holland
Print Name

Guy Brown Products
Firm Name

Guy Brown Products
Firm Name

2/10/2012
Date

2/10/2012
Date

Subscribed and sworn before me this 10 day of February, 2012

Notary Public [Signature]



Cook County Government
Letter of Intent

M/WBE Firm: South Coast Paper Contract #: 12-84-0666
Address: PO Box 853 City/State: Columbia, SC Zip: 29202
Contact Person: Todd Keller Phone: 504-975-6995 Fax: ---
Certification Expiration Date: 4/6/13 Race/Gender: Black / Male
Email: Supplierdiversity@southcoastpaper.com FEIN #: 571091692
Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Writing Pads and Envelopes

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

\$9,300 , Net 20

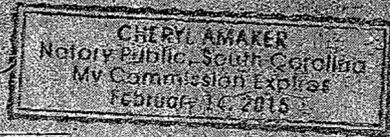
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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

[Signature]
Signature (M/WBE)
Paul M. Keller
Print Name
South Coast Paper, LLC
Firm Name
2-7-2012
Date

[Signature]
Signature (Prime Bidder/Proposer)
Tish Holland
Print Name
Gay Brown Products
Firm Name
2/7/12
Date

Subscribed and sworn before me this 7 day of February, 2012
Notary Public Cheryl Maker



SEAL

Cook County Government
Letter of Intent

M/WBE Firm: Selco Industries, Inc. Contract #: _____
Address: 1590 Albon Rd. Unit 1 City/State: Holland Zip: 43528
Contact Person: Morgan Scott Phone: 419.861.0336 Fax: 419.861.0332
Certification Expiration Date: 12/19/2012 Race/Gender: African-American / Female
Email: morgan@selcoindustries.com FEIN #: _____

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Simon by SJ Paper Labels

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

\$8,300.00

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

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

Signature (M/WBE)

Print Name

Selco Industries, Inc.

Firm Name

Date

Subscribed and sworn before me this 10 day of February 2012

Notary Public

Signature (Prime Bidder/Proposer)

Print Name

Firm Name

Date



SHARON R. TAYLOR
Notary Public, State of Ohio
My Commission Expires 04-05-2014

SEAL

Cook County Government
Letter of Intent

M/WBE Firm: Alliance Rubber Co

Contract #: 12-84-0660

Address: PO Box 20950

City/State: Hot Springs Zip: 71903-0950

Contact Person: Rachel Atkinson

Phone: 501-262-8116 Fax: 501-262-3948

Certification Expiration Date: 7-31-2012

Race/Gender: C / F

Email: rathkinson@alliance-rubber.com

FEIN #: 61-0623199

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Rubber bands

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

\$1500.00

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

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

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Joan Dennis
Print Name

Trish Holland
Print Name

Alliance Rubber Co.
Firm Name

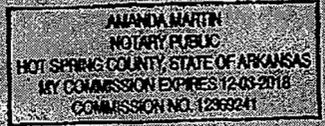
Guy Brown Products
Firm Name

2/9/12
Date

2/9/12
Date

Subscribed and sworn before me this 9th day of February, 2012

Notary Public [Signature]



SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

24.19 % of Reduction for MBE Participation (based on 25% participation)
9.39 % of Reduction for WBE Participation (based on 10% participation)

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

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



Diverse Business Solutions. **DELIVERED**

Attachment A-Guy Brown Toner & Overall MWBE Utilization Breakdown

As a part Guy Brown's proposal to Cook County we have suggested transitioning the County's purchases of original cartridges (i.e. Hewlett-Packard) to the Guy Brown compatible cartridge. This transition can save the County 27% versus their current purchases of original (OEM) cartridges.

Guy Brown is certified as an MBE and WBE firm (see Attachments G & H for certifications), although we are not headquartered in Cook County, 20% of our Illinois based employees live in Cook County. Due to Guy Brown's diversity certifications the purchase of the Guy Brown cartridges would equate to approximately \$800,000 annually or 38% of the County's total office products spend.

Guy Brown was included in "Section 1 MBE/WBE Utilization Plan" however this attachment was provided to explain that it is not assumed that the County will purchase the Guy Brown cartridges. If the County chooses to purchase Guy Brown toner than the overall MBE/WBE percent of participation would be:

38%	Guy Brown Toner (MWBE)	\$800,000
.39%	Southcoast Paper (MBE)*	\$9,347
.34%	Selco/DBA Simon Label (MBE) ***	\$8,223
.37%	OfficeMate (MWBE)	\$8,926
.11%	Stride (WBE)	\$2,708
.08%	SKM Industries Inc. (MWBE)	\$1,983
.07%	Alliance Rubberbands (WBE)	\$1,563
.05%	Pointe Writing Instruments (MWBE) ***	\$1,302
.02%	Chicago Lighthouse Industries (Ability One) **	\$558
.01%	Omar Medical Supplies, Inc. (MBE) **	\$289

Total MWBE Participation Percent: 39.44%

Total Purchases: \$834,899

WBE Participation	38.61%	\$814,919
MBE Participation	.81%	\$19,422
Ability One	.02%	\$558



Diverse Business Solutions. **DELIVERED**

Without Guy Brown Toner's participation the MBE/WBE percent reduces to 1.44% of the County's annual office products spend or \$34,899

WBE Participation	.61%	\$14,919
MBE Participation	.81%	\$19,422
Ability One	.02%	\$558

(*) Supplier is certified as an MBE by Cook County

(**) Supplier is Chicago-based supplier

(***) Supplier is Illinois based

CMS

ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

April 28, 2011

Lajoia Broughton
South Coast Paper Llc
Po Box 8053
Columbia, SC 29202-8053

Re: MBE Recognition Certification Approval
(Cook County)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Cook County's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with Cook County.

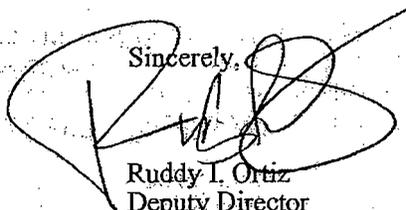
At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,



Ruddy I. Ortiz
Deputy Director
Business Enterprise Program

(L59MBE)

100 W Randolph St., Suite 4-400, Chicago, IL 60601

Printed on Recycled Paper



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

OFFICEMATE INTERNATIONAL CORPORATION

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

**NAICS Codes: 424120, 453210

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

Product/Service Description: MANUFACTURER & DISTRIBUTOR OF OFFICE SUPPLIES

3/31/2011

CH1669

Issued Date

Certificate Number

3/31/2012

Expiration Date

Shirley E. Hill Harper
President, CMSDC

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

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



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

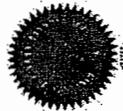
National Minority Business Council, Inc.
39th Anniversary Year ~ 1972-2011

Officemate International Corporation

is hereby recognized as a member in good standing
with the National Minority Business Council, Inc.
and is certified to be a Minority-Owned Business Enterprise.

2011-2012

Expires June 30, 2011



James R. Davis
President
James R. Davis
Officemate International Corporation



CITY OF CHICAGO
OFFICE OF COMPLIANCE

March 15, 2011

Sheila Liao
Pointe International Company
234 Oakwood Road
Lake Zurich, IL 60047

Annual Certificate Expires: April 1, 2012

Dear Sheila Liao:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** and **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **April 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **April 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

**TENNESSEE MINORITY
SUPPLIER DEVELOPMENT
CORPORATION**
Tennessee Minority Supplier Development Council

THIS CERTIFIES THAT

Guy Brown Management, LLC dba Guy Brown

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

**NAICS Code(s): 424120 ; 541890 ; 423420 ; 423430 ; 532420

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

11/04/2011

TN0000697

Issued Date

11/04/2012

Certificate Number

Cherry Henderson

Expiration Date

President

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



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



hereby grants

National Women's Business Enterprise Certification

to
Guy Brown Management, LLC
dba
Guy Brown Products

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Blanca E. Robinson

Authorized by: Blanca E. Robinson, President
Women's Business Enterprise Council - South



Expiration Date: 06/30/2012

WBENC National Certificate Number: 2005118484

NAICS Codes: 424120, 541890, 423420, 423430, 532420

UNSPSC Codes: 44000000, 44103103, 56101700, 80141605, 80161800



Northern Ohio Minority Supplier Development Council

THIS CERTIFIES THAT

Selco Industries, Inc.

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

NAICS Code(s): 322231, 322233

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

12/19/2011

Issued Date

12/19/2012

Expiration Date

OH07/99-048

Certificate Number

Clare - Amison

Alexis Clark-Amison, President

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at <http://www.nmsdc.org>



NMSDC®

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



Certificate of Registration

This is to certify that:

STRIDE, INC.

is registered as a Disadvantaged Business Enterprise with the
NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
& NEW MEXICO UNIFIED CERTIFICATION PROGRAM (NMUCP)

And is therefore so recognized as certified beginning on May 17, 2011

Through the expiration date of May 17, 2014

In accord with 49 CFR Part 26 as amended, a no change Annual Affidavit and the firm's latest Federal business tax return, must be filed annually with the NMDOT on or before the anniversary date for continued DBE certification.

Certificate No. 11-05-405

PROGRAM MANAGER

CERTIFICATION REVIEW OFFICER

hereby grants

National Women's Business Enterprise Certification

to
Stride Inc

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled, and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Debbie Hurst

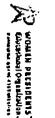
Authorized by Debbie Hurst, President,
Women's Business Council - Southwest



Expiration Date: 07/31/2012
WBENC National Certificate Number: 242101

NAICS Codes: 424120, 424130, 323118

UNSPSC Codes: 44120000



WBENC | Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification

10

Alliance Rubber Company, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled, and is valid through the date herein.

WBENC National WBE Certification was processed and validated by:
Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Debbie Hurst

Authorized by Debbie Hurst, President,
Women's Business Council - Southwest



WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

Expiration Date: 07/31/2012

WBENC National Certificate Number: 244222

NAICS Codes: 453210

UNSPSC Codes: 13101500, 13101600





CITY OF CHICAGO
OFFICE OF COMPLIANCE

James Kestlelot
The Chicago Lighthouse for People Who Are Blind or Visually Impaired
1850 W. Roosevelt Road
Chicago, IL 60608

Annual Certificate Expires: April 30, 2012

Dear James Kestlelot:

Congratulations on your continued eligibility for certification as a Business Enterprise Owned and Operated by People with Disabilities (BEPD) by the City of Chicago. This certification is valid until April 30, 2013.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by February 29, 2012. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

From:

02/09/2012 11:47

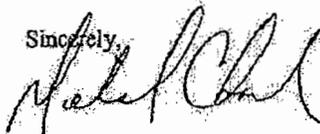
#778 P.003/006

Business Enterprises in the specialty area(s) of:

NIGP 19580	Wall Clocks, Battery
NIGP 19583	Wall Clocks, Electric
NIGP 47078	Training and Recreational Aids for the Handicapped
NIGP 47079	Vision Impaired Mobility Devices and Equipment
NIGP 61519	Calendars, Calendar Pads and Stands

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Michael Chambers
Senior Compliance Officer



Diverse Business Solutions. **DELIVERED**

Attachment N- Good Faith Efforts to Obtain MWBE Participation

In the attempt to increase our direct MBE/WBE and Cook County based participation, Guy Brown reached out to a **minority-owned, Cook County based delivery firm called U.S. Messenger**. The majority of Guy Brown deliveries are made through our wholesaler relationship with OfficeMax Incorporated. However, we were hoping to appoint 15% of our deliveries to Cook County locations through U.S. Messenger and the remaining deliveries through OfficeMax.

We reached out to Ronald Libman, President of U.S. Messenger, and requested a quotation for the cost of delivery services to 15% of the Cook County locations. Unfortunately the prices quoted were above competitive levels and would have created an increased cost of doing business. Ultimately it would have made acceptance of this MBE's bid economically unsustainable.

We have included in Attachment J the opportunity to work with a **Cook County based delivery firm, Diamond Expedited**. This firm however is not minority or woman owned. Please see Attachment J for more information.



Diverse Business Solutions. **DELIVERED**

Attachment O- Good Faith Efforts to Obtain Cook County-Based Supplier Participation

Guy Brown and our strategic partner, OfficeMax, inquired with a Cook County based supplier, **Diamond Expedited** to determine if we could direct 15% of our deliveries through this firm.

Diamond Expedited cost of services was acceptable and would not increase our cost of doing business. Therefore we would like to include the services of this Cook County based company within our program offering. **We have committed to send 15% of our Cook County deliveries through Diamond Expedited.**

Diamond Expedited was not included in our MWBE Utilization Plan because they are not certified as an MBE or WBE, however Guy Brown wants to support The Office of Compliance's initiative to support Cook County based suppliers if possible. Therefore Diamond Expedited was included as an alternative to US Messenger Services.

Below are the details for Diamond Expedited:

Address: 2720 S. River Road Des Plaines, IL 60018

Phone: 847-299-9790

Contact: Tim Melas, President

Website: www.diamondexpedited.com



Diverse Business Solutions. *DELIVERED*

Attachment P- Reason for Reduction Waiver Request

- (1) Lack of sufficient qualified MBEs and/or WBE's capable of providing the goods or services required by the contract

- (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 impractical, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.

Guy Brown supports 23 MBE and/or WBE's suppliers in our office products catalog today. We made every attempt to offer Cook County products that were price competitive and manufactured by MWBE manufacturers. This attempt is referenced in our MBE/WBE Utilization plan. We are able to commit to \$34,899 or 1.44% of Cook County's spend to MWBE's showcased in our catalog and if the County chooses to purchase the Guy Brown compatible cartridge that percent would rise to 39.44%.

Guy Brown strongly believes in supporting other MWBE's, however, we also know how important cost competitiveness is to our customers, and often products made by our MWBE suppliers are not as price competitive when compared with non-MWBE suppliers. But again, we made every effort to include MWBE suppliers in our response to Cook County when there was a MWBE supplier that supported the product and the price was competitive.

Guy Brown along with our partner, OfficeMax, will continually look for opportunities for Cook County based MBE/WBE suppliers within our program offering, so that we may increase our overall MWBE spend and give diverse suppliers every opportunity possible.



hereby grants

National Women's Business Enterprise Certification

to

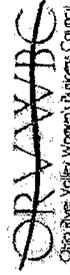
Selco Industries, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Ohio River Valley - Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Rea Waldon, Ph.D., Executive Director,
Ohio River Valley - Women's Business Council.



Expiration Date: 03/31/2012
WBENC National Certificate Number: 2005117770

NAICS Codes: 322233, 322231

UNSPSC Codes: 14110000





Diverse Business Solutions. *DELIVERED*

Attachment N- Good Faith Efforts to Obtain MWBE Participation

In the attempt to increase our direct MBE/WBE and Cook County based participation, Guy Brown reached out to a **minority-owned, Cook County based delivery firm called U.S. Messenger**. The majority of Guy Brown deliveries are made through our wholesaler relationship with OfficeMax Incorporated. However, we were hoping to appoint 15% of our deliveries to Cook County locations through U.S. Messenger and the remaining deliveries through OfficeMax.

We reached out to Ronald Libman, President of U.S. Messenger, and requested a quotation for the cost of delivery services to 15% of the Cook County locations. Unfortunately the prices quoted were above competitive levels and would have created an increased cost of doing business. Ultimately it would have made acceptance of this MBE's bid economically unsustainable.

We have included in Attachment J the opportunity to work with a **Cook County based delivery firm, Diamond Expedited**. This firm however is not minority or woman owned. Please see Attachment J for more information.



Diverse Business Solutions. **DELIVERED**

Attachment O- Good Faith Efforts to Obtain Cook County-Based Supplier Participation

Guy Brown and our strategic partner, OfficeMax, inquired with a Cook County based supplier, Diamond Expedited to determine if we could direct 15% of our deliveries through this firm.

Diamond Expedited cost of services was acceptable and would not increase our cost of doing business. Therefore we would like to include the services of this Cook County based company within our program offering. **We have committed to send 15% of our Cook County deliveries through Diamond Expedited.**

Diamond Expedited was not included in our MWBE Utilization Plan because they are not certified as an MBE or WBE, however Guy Brown wants to support The Office of Compliance's initiative to support Cook County based suppliers if possible. Therefore Diamond Expedited was included as an alternative to US Messenger Services.

Below are the details for Diamond Expedited:

Address: 2720 S. River Road Des Plaines, IL 60018

Phone: 847-299-9790

Contact: Tim Melas, President

Website: www.diamondexpedited.com



Diverse Business Solutions. **DELIVERED**

Attachment P- Reason for Reduction Waiver Request

- (1) Lack of sufficient qualified MBEs and/or WBE's capable of providing the goods or services required by the contract

- (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 impractical, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.

Guy Brown supports 23 MBE and/or WBE's suppliers in our office products catalog today. We made every attempt to offer Cook County products that were price competitive and manufactured by MWBE manufacturers. This attempt is referenced in our MBE/WBE Utilization plan. We are able to commit to \$34,899 or 1.44% of Cook County's spend to MWBE's showcased in our catalog and if the County chooses to purchase the Guy Brown compatible cartridge that percent would rise to 39.44%.

Guy Brown strongly believes in supporting other MWBE's, however, we also know how important cost competitiveness is to our customers, and often products made by our MWBE suppliers are not as price competitive when compared with non-MWBE suppliers. But again, we made every effort to include MWBE suppliers in our response to Cook County when there was a MWBE supplier that supported the product and the price was competitive.

Guy Brown along with our partner, OfficeMax, will continually look for opportunities for Cook County based MBE/WBE suppliers within our program offering, so that we may increase our overall MWBE spend and give diverse suppliers every opportunity possible.



hereby grants

National Women's Business Enterprise Certification

to

Selco Industries, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled, and is valid through the date herein.

Expiration Date: 03/31/2012
WBENC National Certificate Number: 2005117770

WBENC National WBE Certification was processed and validated by Ohio River Valley - Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Rea Waldon, Ph.D., Executive Director,
Ohio River Valley - Women's Business Council



NAICS Codes: 322233, 322231

UNSPSC Codes: 14110000



CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) 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
<u>N/A</u>	_____
_____	_____
_____	_____

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: X

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

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

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

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

_____ Applicant has no "Substantial Owner."

OR:

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Guy Brown Management, LLC D/B/A: Guy Brown EIN NO.: 56-2074389

Street Address: 9003 Overlook Blvd

City: Brentwood State: TN Zip Code: 37027

Phone No.: 615-777-1500

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC

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
Jay Chawan	1106 Sleeping Valley Ct, Brentwood, TN 37027	49%
Maria Teresa Vazquez	4704 Clover Meadows Dr, Franklin TN 37064	51%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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

President + CEO
 Title

[Signature]
 Signature

 Date

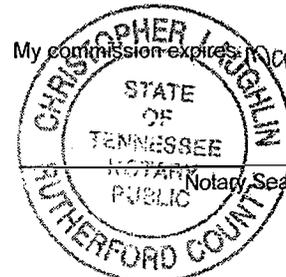
tera.vazquez@guybrown.com
 E-mail address

615-777-1500
 Phone Number

Subscribed to and sworn before me this 10th day of Feb, 2012

My commission expires May 13, 2013

[Signature]
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Maria Teresa Vaquez Title: President & CEO

Business Entity Name: Guy Brown Management Phone: 615-777-1500

Business Entity Address: info@guybrown.com

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

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

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

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

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

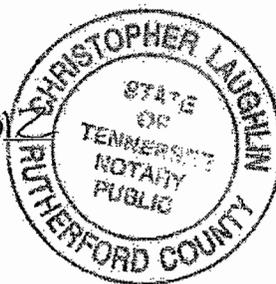
[Signature]
Owner/Employee's Signature

2/10/12
Date

Subscribe and sworn before me this 10th Day of Feb, 2012

a Notary Public in and for Williamson County

[Signature]
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires May 13, 2013

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

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

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

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

BUSINESS NAME: Guy Brown Management, LLC

BUSINESS ADDRESS: 9003 Overlook Blvd, Brentwood, TN 37027

BUSINESS TELEPHONE: 615-777-1500 FAX NUMBER: 615-777-1501

CONTACT PERSON: Maria Teresa Varquez

FEIN: 50-2074389 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Maria Teresa Varquez VICE PRESIDENT: Jay Chawan

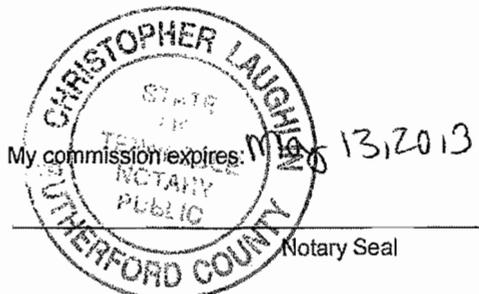
SECRETARY: Jay Chawan TREASURER: Jay Chawan

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
10th day of Feb, 2012

x [Signature]
Notary Public Signature



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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Preezumbe

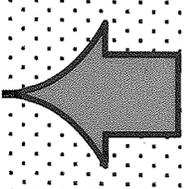
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Luna Cas

COOK COUNTY CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 6th DAY OF April, 20 12.



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

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

12-84-066

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OR

ITEM(S), SECTION(S), PART(S): APR 03 2012

COM

TOTAL AMOUNT OF CONTRACT: \$ 2,775,065.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Maria Chumey

ASSISTANT STATE'S ATTORNEY