

BIDDER: JS Collins Sons Inc

**CONTRACT FOR SUPPLY**

**CONTRACT NO. 13-45-12444**



**PRINTING, TAX BILL PAPER, ENVELOPES, BROCHURES, FOLDING AND  
INSERTING FOR THE BILLING AND COLLECTION OF TAX YEARS 2013 & 2014  
PROPERTY TAXES**

**FOR**

**THE COOK COUNTY TREASURER**

**A PRE BID MEETING WILL BE HELD ON THURSDAY, MAY 30, 2013 AT 9:00 A.M.  
AT 118 N. CLARK ST., CHICAGO, IL 60602, ROOM 1018, BID ROOM**

**BIDS TO BE EXECUTED IN TRIPPLICATE  
BID OPENING WILL BE ON FRIDAY, JUNE 21, 2013 AT 10:00 A.M.**

**LATE BIDS WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., CHICAGO, IL 60602, ROOM 1018**

**CONTACT DANIEL GIZZI, SPECIFICATIONS ENGINEER, AT 312-603-6825  
EMAIL [dan.glzzi@cookcountyil.gov](mailto:dan.glzzi@cookcountyil.gov)**

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

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

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

SEP 11 2013

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**REQ # 108150**

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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## INSTRUCTIONS TO BIDDERS

### IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

### IB-02 PREPARATION OF PROPOSALS

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

### IB-03 SITE INSPECTION CERTIFICATE

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

#### **IB-04 BID DEPOSIT**

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

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

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

#### **IB-05 EXCEPTIONS**

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

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

#### **IB-06 BIDDER WARRANTIES**

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

**IB-07 SUBMISSION OF BID PROPOSALS**

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING**  
**COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

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

**IB-09 COMPETENCY OF BIDDER**

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

**IB-10 LOCAL BUSINESS PREFERENCE**  
**COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

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

**IB-11 CONSIDERATION OF BID PROPOSALS**

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

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

**IB-12 WITHDRAWAL OF BID PROPOSALS**

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

**IB-13 ACCEPTANCE OF PROPOSALS**

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

**IB-14 PERFORMANCE AND PAYMENT BOND**

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

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

**IB-15 PRICES FIRM**

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

**IB-16 CASH BILLING DISCOUNTS**

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

**IB-17 CATALOGS**

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

**IB-18 AUTHORIZED DEALER/DISTRIBUTOR**

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

**IB-19 TRADE NAMES**

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

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

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

**IB-20 SAMPLES**

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

**IB-21 NOTICES**

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

**IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

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

**IB-23 COOPERATION WITH INSPECTOR GENERAL**

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

**END OF SECTION**

**GENERAL CONDITIONS  
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**GENERAL CONDITIONS  
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## GENERAL CONDITIONS

### GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

### GC-02 INDEMNIFICATION

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

### GC-03 INSPECTION AND RESPONSIBILITY

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

### GC-04 PAYMENT

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

### GC-05 PREPAID FEES

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

#### **GC-06 TAXES**

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

#### **GC-07 PRICE REDUCTION**

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

#### **GC-08 CONTRACTOR CREDITS**

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

#### **GC-09 DISPUTES**

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

#### **GC-10 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-11 DEFAULT**

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

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

1. Failure to begin performance under 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 the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

### **GC-12 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

### **GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

### **GC-14 DELAYS**

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

**GC-15 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-15 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-15 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-16 PATENTS, COPYRIGHTS AND LICENSES**

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

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

**GC-17 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications 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-18 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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

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

**A. MBE/WBE Utilization Plan**

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

**1. Letter(s) of Intent**

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

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

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

**2. Letter(s) of Certification**

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

County of Cook

Small Business Administration 8A Program

Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**3. Joint Venture Affidavit**

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

**B. Reduction/Waiver Petition**

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

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting a Reduction/Waiver Request.**

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

**B. Denying a Reduction/Waiver Request.**

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

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

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

**V. NON-COMPLIANCE**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

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

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

**GC-20 MATERIAL DATA SAFETY SHEET**

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

**GC-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). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-22 ACCIDENT REPORTS**

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

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

**GC-23 USE OF PREMISES**

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

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

**GC-24 GENERAL NOTICE**

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

**GC-25 TERMINATION FOR CONVENIENCE**

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

**GC-26 GUARANTEES AND WARRANTIES**

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

#### **GC-27 STANDARD OF CONTRACT GOODS**

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

#### **GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

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

#### **GC-29 QUANTITIES**

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

#### **GC-30 AUDIT: EXAMINATION OF RECORDS**

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

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

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

**GC-31 GOVERNING LAW**

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

**GC-32 COOPERATION WITH INSPECTOR GENERAL**

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

**GC-33 WAIVER**

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

**GC-34 ENTIRE CONTRACT**

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

**GC-35 FORCE MAJEURE**

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

**GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

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

**GC-37 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-38 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.

**GC-38 FEDERAL CLAUSES (CON'T.)**

- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

**GC-38 FEDERAL CLAUSES (CON'T.)**

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.

**GC-38 FEDERAL CLAUSES (CON'T.)**

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

7. **No Exclusionary or Discriminatory Specifications**

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

8. **Cargo Preference - Use of United States Flag Vessels**

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

9. **Fly America**

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

**GC-38 FEDERAL CLAUSES (CON'T.)**

10. **No Federal Government Obligations to Third Parties**

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

11. **Allowable Costs**

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

12. **Trade Restrictions**

Contractor certifies that neither it nor any Subcontractor:

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30:17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

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

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

**GC-38 FEDERAL CLAUSES (CONT.)**

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.

**GC-38 FEDERAL CLAUSES (CON'T.)**

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.

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.

**GC-38 FEDERAL CLAUSES (CONT.)**

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).

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

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

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

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

**GC-39 CONTRACT INTERPRETATION**

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

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

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

**END OF SECTION**

SPECIAL CONDITIONS

SC-01 SCOPE

The Vendor shall provide **PRINTING, TAX BILL PAPER, ENVELOPES, BROCHURES, FOLDING AND INSERTING FOR THE BILLING AND COLLECTION OF TAX YEARS 2013 and 2014 PROPERTY TAXES** for **COOK COUNTY TREASURER** all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a contract effective for twenty-four (24) months with (2) two one-year renewal options, after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request of Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 OVER/UNDER RUNS

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

SC-05 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

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

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

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

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

SPECIAL CONDITIONS

SC-06 PRE-BID CONFERENCE

The County will hold a Pre-Bid Conference and Site-Visit at the Office of the Chief Procurement Officer. Representatives from Procurement and the Cook County Treasurer will comprise the panel to respond to any questions regarding the Printing, Tax Bill Paper, Envelopes, Brochures, Folding and Inserting for the Billing and Collection of Tax Years 2013 & 2014 Property Taxes, and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Bidders must respond to Daniel Gizzi at 312-603-6825 or e-mail [daniel.gizzi@cookcountyil.gov](mailto:daniel.gizzi@cookcountyil.gov) on or before May 30, 2013, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference and Site visit will be held:

DATE: May 30, 2013

TIME: 9:00 a.m.

PLACE: Cook County

Office of the Chief Procurement Officer

118 N. Clark St, Room 1018

Chicago, IL 60602

SC-07 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Cook County Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05). **Inquiries must be received no later than Noon on June 6, 2013. Inquiries will be answered by the close of business on June 13, 2013.**

During the bid process, all inquiries must be directed, in writing to the Office of the Chief Procurement Officer, as follows:

Shannon E. Andrews  
Chief Procurement Officer  
c/o Daniel Gizzi, Specifications Engineer  
County of Cook  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

Or fax, mail or email at [dan.gizzi@cookcountyil.gov](mailto:dan.gizzi@cookcountyil.gov).

SPECIAL CONDITIONS

SC-07 DELIVERY LOCATION

Inside deliveries of tax bills shall be made to the County site where the variable data will be printed on the tax bills. Deliveries of completed tax bills, envelopes and brochures shall be made, where indicated, to the site where inserting, folding and mailing of the tax bills shall take place. In addition, deliveries of excess tax bills, envelopes and brochures shall be made to a storage facility provided by the Vendor as agreed upon by the Cook County Treasurer's Office, in accordance with the documents, specifications and proposal herein. All deliveries shall be made with the use of a bonded transportation firm with storage areas that are properly secured with a lock or similar security measure.

COOK COUNTY TREASURER  
118 N CLARK ST., STE 212  
CHICAGO IL 60602-1332

SC-08 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

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

All deliveries must be pre-arranged utilizing the enclosed form. Notification must be provided at least 48 hours in advance on weekdays and at least 72 hours in advance for weekends and Mondays. In addition, all delivery companies must meet or exceed Cook County insurance requirements for vendors/contractors. A copy of the certificate of insurance must be faxed before delivery to (312) 603-5800 Copy the form as needed. A form must be completed for each and every delivery. Fax completed forms to the Richard J. Daley Center, office of the building at (312) 603-6950.

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

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

All vehicles must not exceed the designated vehicle height and length restrictions. Contact the Daley Center for current delivery vehicle size restrictions.

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

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

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

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

Please type or print

SPECIAL CONDITIONS

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

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

Delivery Company/Agency:	Contact:
Address:	Phone:

Items to be Delivered:
------------------------

Intended Delivery Location (please check one):

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

**FAX COMPLETED FORM TO OFFICE OF THE BUILDING at (312) 603 - 6950. SECURITY COMMAND CENTER (312) 603-3471.**

**Dock access will only be granted to companies that have a certificate of insurance on file with the office of the building. For insurance requirements contact MB Real Estate @ (312) 603-7980.**

**DELIVERY PERSONNEL INFORMATION:**

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

<b>Driver:</b>		
Last	First	Middle

License No.	State:
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**VEHICLE INFORMATION:**

Vehicle	Model:	Year:
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License Plate	No.:	State:
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Transport License	No.:
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SPECIFICATIONS

## SECTION 1:

**ITEM NO. 1 THROUGH ITEM NO. 32: GENERAL SPECIFICATIONS FOR PRINTING TAX BILLS, ENVELOPES, BROCHURES AND TAX SYSTEM INFORMATIONAL PUBLICATIONS FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES FOR TY 2013 AND TY 2014.**

All dates are for TY 2013. TY 2014 dates will be the nearest business day one year hence.

By October 4, 2013 or upon notification by the Cook County Treasurer's Office, Cook County Treasurer's Office shall make delivery of final design for tax bill paper & envelopes to vendor.

By October 11, 2013 (or within 5 business days after final design is delivered), vendor shall provide Cook County Treasurer's Office with pdf proofs that match content of final design of tax bill paper and envelopes to allow for signoff.

In the event that the Cook County Treasurer's Office does not provide final signoff and requests additional changes, the vendor shall provide Cook County Treasurer's Office with revised pdf proofs within 2 business days after the submission of additional changes.

By November 1, 2013 (or within 15 business days after Cook County Treasurer's Office provides final signoff), vendor shall provide:

- 500 samples of #10 window outer envelopes (item no. 10)
- 500 samples of #9 window return envelopes (item no. 11)
- 500 samples of #10 window outer envelopes (item no. 15)
- 500 samples of #9 window return envelopes (item no. 16)

The samples will be used for U.S. postal service tests. If the indicia, facing identification mark (FIM), or postal bar codes are prepared improperly by the vendor, any costs for production of new tests will be the responsibility of the vendor.

By January 4, 2014 or upon notification by the Cook County Treasurer's Office, vendor shall make delivery of:

- 2,120,000 tax bills (item nos. 1, 2, and 3). This delivery is to include 20 empty unmarked boxes like those used for the tax bills and the blank bag tags/tray tags needed for mailing.
  - 1,800,000 #10 window outer envelopes (item no. 10)
  - 1,800,000 #9 window return envelopes (item no. 11)
  - 1,870,000 tax bill brochures (item no. 21)

By January 24, 2014 or upon notification by the Cook County Treasurer's Office, vendor shall make delivery, to the downtown location, of:

- 5,000 tax bill brochures (item no. 21)
- 75,000 envelopes for mailing refund checks (item no. 32)
- 60,000 refund check paper stock (first of two portions of item no. 32).
- folding, inserting and delivering to the U.S. postal service the 1,800,000 1<sup>st</sup> installment tax bills (item no. 26)
- 10,000 #9 window return envelopes for stops return letters (item no. 30).
- 10,000 stops letter paper (item no. 31)

SPECIFICATIONS

**ITEM NO. 1 THROUGH ITEM NO. 32: GENERAL SPECIFICATIONS FOR PRINTING TAX BILLS, ENVELOPES, BROCHURES AND TAX SYSTEM INFORMATIONAL PUBLICATIONS FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES FOR TY 2013 AND TY 2014 (CONTINUED)**

By March 5, 2014 or upon notification by the Cook County Treasurer's Office, vendor shall make delivery, to the downtown location, of:

- 550,000 delinquency notice tax bills (first of two portions of item no.8)
- 100,000 #11 window top-flap refund notice envelopes (item no. 13)
- 100,000 #10 non-window top-flap refund return envelopes (item no. 14)
- 550,000 #10 window delinquency notice envelopes (first of two portions of item no. 15)
- 550,000 #9 window delinquency return envelopes (first of two portions of item no. 16)

By April 25, 2014 or upon notification by the Cook County Treasurer's Office, Cook County Treasurer's Office shall make delivery of final design for tax bill paper and envelopes to vendor.

By May 7, 2014 (or within 5 business days after final design is delivered), vendor shall provide Cook County Treasurer's Office with pdf proofs that match content of final design of tax bill paper and envelopes to allow for signoff.

In the event that the Cook County Treasurer's Office does not provide final signoff and requests additional changes, the vendor shall provide Cook County Treasurer's office with revised pdf proofs within 2 business days after the submission of additional changes.

By May 23, 2014 (or within 15 business days after cook county treasurer's office provides final signoff), vendor shall provide:

- 500 samples of #10 window outer envelopes (item no. 15)
- 500 samples of #9 window return envelopes (item no. 16)
- 500 samples of #10 window outer mailing envelopes (item no. 17)
- 500 samples of #9 window return envelopes (item no. 18)

The samples will be used for U.S. postal service tests. If the indicia, facing identification mark (FIM), or postal bar codes are prepared improperly by the vendor, any costs for production of new tests will be the responsibility of the vendor.

By June 2, 2014 or upon notification by the Cook County Treasurer's Office, vendor shall make delivery of:

- 2,320,000 tax bills (item nos. 4, 5, 6, and 7). This delivery is to include 20 empty unmarked boxes like those used for tax bills and the blank bag tags/tray tags needed for mailing.
- 75,000 #10 window envelopes for duplicate tax bills (item no. 12)
- 1,800,000 #10 window outer envelopes (item no. 17)
- 1,800,000 #9 window envelopes (item no. 18)
- 1,870,000 tax bill brochures (item no. 22)

SPECIFICATIONS**ITEM NO. 1 THROUGH ITEM NO. 32: GENERAL SPECIFICATIONS FOR PRINTING TAX BILLS, ENVELOPES, BROCHURES AND TAX SYSTEM INFORMATIONAL PUBLICATIONS FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES FOR TY 2013 AND TY 2014 (CONTINUED)**

By June 13, 2014 or upon notification by the Cook County Treasurer's Office, vendor shall make delivery of:

- 5,000 tax bill brochures (item no. 22)
- 60,000 refund check paper stock (second of two portions of item no. 29)
- 60,000 refund check paper stock (second of two portions of item no.32)
- folding, inserting and mailing of the 1,800,000 2<sup>nd</sup> installment tax bills (item no. 26)

By August 4, 2014 or upon notification by the Cook County Treasurer's Office, vendor shall make delivery of:

- 550,000 delinquency notice tax bills (second of two portions of item no. 8)
- 550,000 #10 window delinquency notice envelopes (second of two portions of item no. 15)
- 550,000 #9 window delinquency notice return envelopes (second of two portions of item no. 16)

By November 12, 2014 or upon notification by the Cook County Treasurer's Office, vendor shall make delivery of:

- 5,000 winter pre-payment tax bills (item no. 9)
- 5,000 winter pre-payment window #10 outer envelopes (item no. 19)
- 5,000 winter pre-payment window #9 return envelopes (item no. 20)

Upon notification by Cook County Treasurer's office throughout the term of the contract, vendor shall make periodic deliveries of:

- tax system informational publications (item no. 23 through 25)
- folding, inserting and mailing of delinquency notices (item no. 27)
- folding, inserting and mailing of refund application forms (item no. 28)

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SPECIFICATIONS

**ITEM NO. 1 THROUGH ITEM NO. 9: GENERAL SPECIFICATIONS FOR PRINTING TAX BILLS FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES**

**PRODUCT:** Paper to be up to 8-1/2" x 14" exact with grain long, IP #24 SFI/SCFLA bond, #24 laser guaranteed bond or comparable quality with a minimum 92 brightness and smooth finish suitable for high-volume laser printing. In addition, the paper must be virgin due to the need for optimum performance and run-ability in high-speed Xerox printers. **VENDOR MUST NOT ATTEMPT TO SUBSTITUTE 60# OFFSET OR PAPER THAT IS NOT RUN GRAIN LONG ON PRESS. STOCK MUST BE RUN GRAIN LONG ON PRESS.**

Printing process must be done with a ultra-violet printing press that utilizes MX ultra heat-resistant laser-guaranteed ultraviolet inks with curing units between each ink tower and in-line decurling and perforation-iron units to insure flat-cut sheets with **NO CURLS OR PERF BUMPS**. Inks must adhere to paper preventing any smearing of copier heat rollers during imaging.

Printing process must allow for full bleeds to the edge of the flat-cut sheets (Only 8 1/2" x 11.) 8 1/2" x 14" must allow for press lockup with no bleeds.

Printed cut forms must be completely dry and ready for use as they come off the end of the press. No drying time will be allowed. Sheets that show any signs of ink that has not been completely cured and dried will be rejected and shall be replaced immediately at the expense of the Vendor. If Vendor is unable to replace rejected materials, Vendor shall pay for emergency replacements at the County's discretion.

Finished cut sheets (forms) must be clean and completely dust free.

Finished cut sheets must be packaged 500 sheets per package with heavy-gauge 40-point chipboard on bottom of each package. Boxes must be white. All corners must be square with no bent edges.

Packages must use tear-away ZIP-STRIP polywrap to allow for ease in handling by end user at County.

Vendor shall pack 10 packages per carton (5,000 sheets total per carton), and skids must be completely polywrapped to keep moisture out.

Finished cut sheets must arrive in a state of guaranteed run ability with no paper or ink issues.

The tax bills must be able to withstand the high heat environment of Xerox DocuPrint N-40 laser printers, Xerox 180 MX EPS printers or similar and any more recent upgrades of high-speed laser-printing equipment. Tax Bills may have up to 75% ink coverage. Perforations must be positioned per instruction at time of proof. Printing on backsides cannot bleed through to the front as to interfere with OCR printing. On front side, a stripe of 1/4" to be printed along the right edge with text in reverse. (Not applicable for 8 1/2" x 14 sizes). Ink must be dried completely at time of packaging without additional drying time necessary, and ink must be able to withstand extreme heat generated in high-speed laser printing system without bleeding onto rollers or otherwise causing jamming of machinery. Vendor shall be responsible for costs of printer servicing and replacement of rollers if ink cannot withstand printing-system heat system and causes jamming of printers.

Proofs and paper quality must be approved by a representative designated by the Cook County Treasurer's Office.

SPECIFICATIONSITEM NO. 1 THROUGH ITEM NO. 9 AND ITEM NO. 31: GENERAL SPECIFICATIONS FOR PRINTING TAX BILLS FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES (CONTINUED)

THE FOLLOWING GUIDELINES MUST BE STRICTLY ADHERED TO:

- 500 sheets per pack, ten packs (5,000 sheets) per case, 32 cases per skid (160,000 sheets per skid).

Vendor must use delivery service with electric-powered forklift capable of moving skids up a long ramp in the basement delivery area of the County Building and then to seventh-floor computer printing area via freight elevator. Due to size of county freight elevators, forklift end of skid cannot be more than three (3) feet in width.

Each case must be marked clearly so as to differentiate between the cases scheduled for delivery with installment and paper type as listed in Item No. 1 through Item No. 9 below. Supplier/printer shall notify Cook County Treasurer's Office at least 72 hours in advance of delivery (or the Wednesday before a weekend delivery) so that appropriate arrangements for accepting shipment can be made.

TRANSPORT OF PRINTED BILLS

Vendors shall use bonded and licensed transportation to ship printed tax bills to site of folding and inserting. Vendor's trucks shall have solid doors with locks, and these locks shall be used during transport of completed bills. Vendor's transportation shall produce all bills of lading that detail the pick-up points, times of pickup, destinations, times of delivery, number of skids and/or boxes and recipient's acknowledgement. Copies of these completed bills of lading shall be transmitted by fax to the Cook County Treasurer's Office immediately after completion of a delivery of completed tax bills to the mailing and inserting house.

CHANGES AT PROOF STAGE

Until mass production of tax bill forms and envelopes begins, Vendor shall be responsible for costs of additional proofs necessary until final signoff by Cook County Treasurer's Office.

1<sup>ST</sup> INSTALLMENT TAX BILL PAPERITEM NO. 1: PRINTING, 1<sup>ST</sup> INSTALLMENT TAX BILLS

1,905,000 with face printing of up to three colors (Pantones to be determined at proof stage), and back printing of up to three colors (Pantones to be determined at proof stage), with one full horizontal perforation to be specified at proof stage. This "microperf" perforation shall be strong enough to keep the forms intact during processing. At the same time, this perforation must not be so strong that the perforation will cause the recipient to destroy the form when detaching the coupon. This perforation will create a tear-away portion Payment Coupon that the taxpayer may return to the Cook County Treasurer's Office by mail or in person. (This amount does include 5,000 sheets of tax bill paper that must be delivered to the Cook County Treasurer's Office separately from the main delivery by overnight parcel immediately after production begins.)

ITEM NO. 2: PRINTING, 1<sup>ST</sup> INSTALLMENT PROOF OF PAYMENT TAX BILLS

200,000 with face printing of up to three colors (same Pantones as Item No. 1) but distinct text and layout and back printing of up to three colors (same Pantones and one full horizontal perforation as back side of Item No. 1) but with distinct text and layout.

ITEM NO. 3: PRINTING, 1<sup>ST</sup> INSTALLMENT SPECIALTY TAX BILLS

20,000 with face printing of up to three colors (one full horizontal perforation and text as Item No. 1 above) and back printing of up to three colors but with distinct text and layout.

SPECIFICATIONS

ITEM NO. 4: PRINTING, 2<sup>ND</sup> INSTALLMENT TAX BILLS

1,905,000 with face printing of up to three colors (Pantones to be determined at proof stage), and back printing of up to three colors (Pantones to be determined at proof stage), with one full horizontal perforation to be specified at proof stage. NOTE: Text and Pantones to be distinct from Item No. 1. (This amount does include 5,000 sheets of tax bill paper that must be delivered to the Cook County Treasurer's Office separately from the main delivery by overnight parcel immediately after production begins.)

ITEM NO. 5: PRINTING, 2<sup>ND</sup> INSTALLMENT PROOF OF PAYMENT TAX BILLS

200,000 with face printing of up to three colors (same Pantones and one full horizontal perforation as Item No. 4 but distinct text) and back printing of up to three colors (same pantone as back side of Item No. 4 but with distinct text).

ITEM NO. 6: PRINTING, 2<sup>ND</sup> INSTALLMENT SPECIALTY TAX BILLS

20,000 with face printing of up to three colors (one full horizontal perforation and text as Item No. 1 above) and back printing of up to three colors but with distinct text and layout.

ITEM NO. 7: PRINTING, 2<sup>ND</sup> INSTALLMENT CERTIFICATE OF ERROR CORRECTED TAX BILLS

200,000 cream-colored sheets with one full horizontal perforation and distinct text and layout front and back. The cream color tax bills must match samples provided by Cook County Treasurer's Office.

ITEM NO. 8: PRINTING OF DELINQUENCY NOTICE TAX BILLS

1,100,000 with 550,000 delivery on March 5, 2014 or upon notification by Cook County Treasurer's Office with one full horizontal perforation and back-side Pantones as Item No. 1 but text that is distinct from Item No. 1; then 550,000 delivery on August 4, 2014 or upon notification by the Cook County Treasurer's Office with same face printing, one full horizontal perforation and back-side Pantones as Item No. 4, but text that is distinct from Item No. 4 Please note that bidder should take into consideration that Cook County Treasurer's Office reserves the right to order as few as 200,000 per installment and that Vendor shall be allowed to invoice based only on the quoted price per thousand. The Cook County Treasurer's Office may also select not to order this item.

ITEM NO. 9: PRINTING OF WINTER PRE-PAYMENT TAX BILLS FOR THE COLLECTION OF 1<sup>ST</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

5,000 with up to three colors front and back, one full horizontal perforation, with text and layout distinct from other tax bills.

ITEM NO. 10 THROUGH ITEM NO. 20 AND ITEM NO. 30 AND ITEM NO. 32: GENERAL SPECIFICATIONS: PRINTING, ENVELOPES FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

Envelopes bid shall conform to the specifications submitted by the County. No deviations or substitutions shall be allowed.

CHANGES AT PROOF STAGE

Until film is produced by Vendor for mass production for tax bill forms and envelopes, Vendor shall be responsible for costs of additional proofs necessary until final signoff by Cook County Treasurer's Office.

DELIVERY

VENDOR SHALL BE RESPONSIBLE FOR SECURE, BONDED AND LICENSED TRANSPORTATION NECESSARY TO MOVE ENVELOPES FROM PRODUCTION SITE TO FOLDING/INSERTING SITE PRIOR TO MAILING OF JOB.

SPECIFICATIONSSTORAGE

Vendor shall be responsible for same secure, bonded and licensed transportation of excess materials, up to twenty pallets (not to exceed 55" in height), from the folding/inserting site to a secure, temperature/humidity controlled storage facility, within the County of Cook, provided by the vendor at the vendor's expense, for a period of one year or the length of the contract, whichever is longer. This storage facility shall be accessible to Cook County Treasurer's office personnel during normal business hours. A forklift and operator shall be provided by the storage facility for use by the Cook County Treasurer's Office. In addition, the Vendor, upon the request of the Cook County Treasurer's Office shall provide secured, temperature/humidity controlled storage for all tax bills and envelopes awaiting delivery for a period of up to 4 weeks before actual making delivery. Upon request the Vendor shall conduct a physical inventory of all excess materials located in storage.

PROOF OF QUALIFICATIONS

Successful bidder shall list all equipment available to complete various tasks and must specify in bid documents if any work would be completed at separate sites not directly or wholly owned by the Vendor and must specify which procedures would keep data and other aspects of the tax bill production, envelope production, folding and insertion and related workings of this contract secure. Prior to award of contract, Vendor must make facilities, equipment, staffing and all transportation plans and subcontractors available for inspection and interview by the Cook County Treasurer's Office. In addition, all production facilities should be located within Illinois with the bidder demonstrating an active pre-press department. Cause for disqualification can include one or more of the following failures by the bidder: to provide adequate available proof of security; to account for work planned to be performed at a secondary facility; to provide a secured folding/inserting/storage operation and location within Cook County that is accessible on all normal business days (excluding national holidays) with the ability to transport materials to the U.S. Postal Service (Chicago Main Harrison Street Post Office) on a weekend, if needed; to prove there is adequate available functional equipment; to prove ownership of presses; to prove ownership or agreements assuring access to adequate folding and inserting equipment related machinery for the mailing preparation; to provide evidence of adequately trained full-time staff capable of preparing tax-bill forms; to provide evidence of adequate staff and equipment to complete the folding and inserting work with the appropriate quality controls and within the specified time frame; and failure to show related commitments, including transportation that assure the completion of work in both a thorough and timely manner necessary for the Cook County Treasurer's Office to meet its statutory requirements for the preparation and mailing of real-estate tax bills.

ITEM NO. 10: PRINTING. #10 WINDOW OUTER MAILING ENVELOPES FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

SIZE: #10 ENVELOPES 4-1/8" x 9-1/2"  
WINDOW SIZE - 1-5/8" x 4" OPEN WINDOW, NO GLASSINE OR PATCH  
WINDOW PLACEMENT - 5/8" from left, 5/8" from bottom

QUANTITY: 1,800,500 (This amount does include the 500 samples per General Specifications schedule above.)

FLAP: 1-3/16"

THROAT: 1/2"

PAPER: 24# WHITE WOVE

STYLE: Booklet-style seams

PRINTING: Two colors, inverted printing on the face and back of the envelope exterior. Black or dark blue inside tint. Cook County Treasurer's Office may use up to 2-color envelope with 40%-60% ink coverage when the two colors are combined.

OUTER MAILING ENVELOPES TO BE PACKAGED AS FOLLOWS:

500 per box  
Each skid not to exceed 55" in height  
Each skid poly wrapped

Due to freight elevator door in County Building, the forklift end of the skid cannot exceed three feet (3') in width.

SPECIFICATIONS

ITEM NO. 11: PRINTING, #9 WINDOW RETURN ENVELOPES FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

SIZE: #9 WINDOW ENVELOPES 3-7/8" x 8-7/8"  
WINDOW SIZE – 1-1/4" x 3-3/4" OPEN WINDOW, NO GLASSINE OR PATCH  
WINDOW PLACEMENT – 4-3/8" from left, 5/8" from bottom

QUANTITY: 1,800,500 (This amount does include the 500 samples per General Specifications schedule above.)

THROAT: 5/16"

SQUARE FLAP: 1-1/4"

PAPER: 20# WHITE WOVE

STYLE: BOOKLET STYLE SEAMS

PRINTING: Two colors printing on face and back of the envelope exterior. Black or dark blue inside tint depending on Pantones in use. Vendor is responsible for proper printing and positioning of the Facing Identification Mark (FIM) and the appropriate bar code in compliance with U.S. Postal Service regulations at the time of the printing and mailing. Cook County Treasurer's Office may use up to 2-color envelope with 40%-60% ink coverage when the two colors are combined.

RETURN ENVELOPES TO BE PACKAGED AS FOLLOWS:

500 per case  
Each skid not to exceed 55" in height  
Each skid polywrapped

Due to freight elevator door in County Building, the forklift end of the skid cannot exceed three feet (3') in width.

CHANGES AT PROOF STAGE

Until actual mass production of tax bill forms and envelopes begins, Vendor shall be responsible for costs of additional proofs necessary until final signoff by Cook County Treasurer's Office.

DELIVERY

Vendor shall be responsible for secure, bonded and licensed transportation necessary to move envelopes from production site to folding/inserting site prior to mailing of job. Vendor shall be responsible for same secure, bonded and licensed transportation of excess materials, up to twenty pallets (not to exceed 55" in height), from the folding/inserting site to a secure, temperature/humidity controlled storage facility provided by the Vendor at the Vendor's expense. In addition, the Vendor, upon the request of the Cook County Treasurer's Office shall provide secured, temperature/humidity controlled storage for all envelopes awaiting delivery for a period of up to 4 weeks before actual making delivery.

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SPECIFICATIONS

ITEM NO. 12: PRINTING, #10 WINDOW ENVELOPES FOR DUPLICATE TAX BILLS

SIZE: #10 envelopes: 4-1/8" x 9-1/2"  
WINDOW SIZE: Approximately 1-9/16" x 4-1/4" window with glassine patch  
WINDOW LOCATION: Approximately 7/8" (but never less than 1/2") from the left, approximately (but never less than) 5/8" from the bottom

FLAP SIZE: 1-3/4" Commercial Flap  
FLAP LOCATION: top flap  
THROAT: 1/2"  
QUANTITY: 75,000  
PAPER: 24# Wove  
STYLE: diagonal seam  
PRINTING: Two colors, inverted printing on the face front and back of the envelope exterior. Black inside tint, depending on Pantones in use. Vendor is responsible for proper printing and positioning of the Facing Identification Mark (FIM) and the appropriate bar code in compliance with U.S. Postal Service regulations at the time of the printing and mailing.

**OUTER ENVELOPES TO BE PACKAGED AS FOLLOWS:**

2,500 per case  
Each skid not to exceed 55" in height  
Each skid polywrapped

**DELIVERY:** By January 24, 2014 to the Cook County Treasurer's Office or upon notification by the Cook County Treasurer's Office.

ITEM NO. 13: PRINTING, #11 WINDOW ENVELOPES FOR REFUND APPLICATION FORMS

ENVELOPE: #11 top-flap window envelope, 4-1/2" x 10-3/8"  
QUANTITY: 100,000  
WINDOW SIZE: Approximately 2-1/4" x 5-1/4" window with glassine patch  
WINDOW LOCATION: Approximately 7/8" (but never less than 1/2") from the left, approximately (but never less than) 5/8" from the bottom

FLAP SIZE: 2": Commercial flap  
FLAP LOCATION: top flap  
THROAT: 1/2"  
PAPER: 24# white wove  
STYLE: diagonal seam  
PRINTING: Two colors on the face front and back of the envelope exterior. Black inside tint, depending on Pantones in use.

**OUTER MAILING ENVELOPES TO BE PACKAGED AS FOLLOWS:**

500 per box  
Each skid not to exceed 55" in height  
Each skid polywrapped

Due to freight elevator door in County Building, the forklift end of the skid cannot exceed three feet (3') in width.

**Delivery schedule:** On March 5, 2014 to the Cook County Treasurer's Office or upon notification by the Cook County Treasurer's Office.

SPECIFICATIONS

ITEM NO. 14: PRINTING, #10 RETURN ENVELOPES FOR REFUND APPLICATION FORMS

SIZE: #10 envelopes top flap 4-1/8" x 9-1/2"  
 QUANTITY: 100,000 FLAP: 1-1/2"  
 THROAT: 1/2"  
 PAPER: 24# white wove  
 STYLE: booklet style seam  
 PRINTING: Two colors on the front and back of the envelope exterior. Black inside tint, depending on Pantones in use. Vendor is responsible for proper printing and positioning of the Facing Identification Mark (FIM) and the appropriate bar code in compliance with U.S. Postal Service regulations at the time of the printing and mailing.

FLAP LOCATION: top flap

RETURN ENVELOPES TO BE PACKAGED AS FOLLOWS:

500 per box  
 Each skid not to exceed 55" in height  
 Each skid polywrapped

Due to freight elevator door in County Building, the forklift end of the skid cannot exceed three feet (3') in width.

Delivery schedule: On March 5, 2014 to the Cook County Treasurer's Office or upon notification by the Cook County Treasurer's Office.

ITEM NO. 15: PRINTING, #10 WINDOW ENVELOPES FOR DELINQUENCY NOTICES

Same as Item No. 10, but in quantity of 1,101,000 (includes samples from both installments) with distinct text and layout with 550,000 to be delivered on March 5, 2014 or upon notification by Cook County Treasurer's Office and 550,000 to be delivered on August 4, 2014, or upon notification by the Cook County Treasurer's Office, plus the sample batches of 500 as outlined in the General Specifications above. Please note that bidder should take into consideration that Cook County Treasurer's Office reserves the right to order as few as 200,000 per installment and that Vendor shall be allowed to invoice based only on the quoted price per thousand. This amount does not include the samples required per the General Specifications schedule above. The Cook County Treasurer's Office may also select not to order this item.

ITEM NO. 16: PRINTING, #9 WINDOW RETURN ENVELOPES FOR DELINQUENCY NOTICES

Same as Item No. 11, but with distinct color and text on exterior and in quantity of 1,101,000 (includes samples from both installments) with 550,000 to be delivered on March 4, 2014 or upon notification by Cook County Treasurer's Office and 550,000 to be delivered on August 4, 2014, or upon notification by the Cook County Treasurer's Office, plus the sample batches of 500 as outlined in the General Specifications above. Please note that bidder should take into consideration that Cook County Treasurer's Office reserves the right to order as few as 200,000 per installment and that Vendor shall be allowed to invoice based only on the quoted price per thousand. This amount does not include the samples required per the General Specifications schedule above. The Cook County Treasurer's Office may also select not to order this item.

2<sup>ND</sup> INSTALLMENT TAX BILL ENVELOPES

ITEM NO. 17: PRINTING, #10 WINDOW OUTER MAILING ENVELOPES FOR COLLECTIONS OF 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

Same as above in Item No. 10, but with distinct color and text on exterior and for 2<sup>ND</sup> installment delivery by June 2, 2014 or upon notification by the Cook County Treasurer's Office, and with 500 samples per General Specifications schedule above.

SPECIFICATIONSITEM NO. 18: PRINTING, #9 WINDOW RETURN ENVELOPES FOR COLLECTIONS OF 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

Same specifications as Item No. 11, but with distinct color and text on exterior and for delivery by June 2, 2014 or upon notification by Cook County Treasurer's Office, and with 500 samples per General Specifications schedule above.

ITEM NO. 19: PRINTING, #10 WINDOW OUTER MAILING ENVELOPES FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT 2011 PRE-PAYMENT TAX BILLS

5,000 with same specifications as Item No. 10 but with distinct color and text on exterior and for delivery by November 12, 2014 or upon notification by Cook County Treasurer's Office.

ITEM NO. 20: PRINTING, #9 WINDOW RETURN ENVELOPES FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT 2011 PRE-PAYMENT TAX BILLS

5,000 with same specifications as Item No. 11 but with distinct color and text on exterior and for delivery by November 12, 2014 or upon notification by Cook County Treasurer's Office.

ITEM NO. 21: PRINTING, TAX BILL BROCHURES FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

- Paper to be 3-3/4" x 8-1/2" - 80# gloss enamel text.
- Quantity: 1,875,000

For 1<sup>ST</sup> Installment, 1,875,000 with face printing of three colors PLUS OVERALL VARNISH.

Pantones to be determined at proof stage) and back printing of up to three colors (Pantones to be determined at proof stage).

Vendor shall have web-press capability for oil-based ink necessary for 80# gloss enamel text paper **PLUS OVERALL VARNISH. VENDOR MUST EXPECT HEAVY INK COVERAGE.** Vendor shall supply printed product (two-sided) so that printed product can be inserted in #10 address envelopes with one tax bill and a #9 return envelope.

Unless otherwise specified, paper to be 80# gloss enamel text #2 grade, 3-11/16" x 8-1/2". NOTE:

Printing process must be done with an ultra-violet printing press utilizing heat-resistant laser guaranteed ultraviolet inks with curing units between each ink tower and in-line decurling.

Printed cut brochures must be completely dry and ready for use as they come off the end of the press. No drying time will be allowed. Sheets that show any signs of ink that has not been completely cured and dried will be rejected and shall be replaced immediately at the expense of the Vendor. If Vendor is unable to replace rejected materials, Vendor will pay for emergency replacements at the Cook County Treasurer's discretion.

Full bleeds on face and back of brochures.

Each pack of 500 folded brochures shall be stacked consistently with the face up, in the same direction top to bottom, and all closed end of the folds on the same side. Each pack must be banded with a strip of paper strong enough to hold the pack together through shipping but easily removed by hand for processing by the Vendor's end user at the folding-and-inserting operation.

Finished brochures must arrive in a state of guaranteed run ability with no paper or ink issues. Sample of paper and text to be supplied to Cook County Treasurer's Office prior to printing.

SPECIFICATIONS

Prior to printing, proofs and paper quality must be approved by a representative designated by the Cook County Treasurer's Office. A Cook County Treasurer's Office representative must have the option to attend the press OK prior to start of job.

**THESE STRICT GUIDELINES MUST BE ADHERED TO:**

500 sheets per pack, eight packs per case, 32 cases per skid (128,000 sheets per skid)

Due to size of county freight elevators, forklift end of skids cannot be more than three (3') feet in width. Vendor to deliver 1,865,000 on or about January 10, 2014 to the folding and inserting operation and remaining 10,000 to the Cook County Treasurer's Office by January 24, 2014 or upon notification by the Cook County Treasurer's Office.

Cases must be labeled individually and clearly on both ends of each box with words "2014 1<sup>ST</sup> INSTALL. TAX BILL BROCHURES." "2015 1<sup>ST</sup> INSTALL. TAX BILL BROCHURES."

Supplier/printer should notify Cook County Treasurer's office at least 24 hours in advance of delivery so that appropriate arrangements for accepting shipment can be made.

ITEM NO. 22: PRINTING, TAX BILL BROCHURES FOR COLLECTION OF 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

Same as Item No. 21, but with Pantones and text that is distinct from 1<sup>ST</sup> Installment brochures with delivery of 1,865,000 by June 10, 2014 and remaining 10,000 by June 16, 2014 or upon notification by Cook County Treasurer's Office. Vendor shall label boxes individually, clearly and on each end with the words:

"2014 2<sup>ND</sup> INSTALL. TAX BILL BROCHURES." "2015 2<sup>ND</sup> INSTALL. TAX BILL BROCHURES."

ITEM NO. 23: PRINTING, TAX SYSTEM INFORMATIONAL PUBLICATIONS (English 8-1/2" X 11")

- Total quantity: 100,000 (1 language X 4 versions X 25,000 per version)
- Final cut size: 8-1/2" X 11"
- Paper: 80-pound cover stock, bright white, # 2 grade minimum, #90 bright white, enamel coated on both sides.
- After printing, stock shall be folded one time to create a 4 page brochure.
- All edges must be cut cleanly and squarely with no bent edges.

Publications must be boxed 2,500 per box with a label on the end of each box that clearly states the publication number, publication topic, language used, vendor's name and address and phone number, and run date (for example: PUB. #1, READ YOUR BILL, ENGLISH, VENDOR NAME, 123 MAIN, COOKTOWN, IL, 708-555-1234, PRINTED FEB 5, 201).

Publications of different topics and languages must be boxed separately.

Printing detail: Individual publications have full bleeds front and back, three colors on both sides ("three over three") with black and PMS tone with overall gloss varnish on both sides.

Individual versions will have different PMS tone.

Printer must have capacity to accept and print in foreign languages from files produced in QuarkXPress or Illustrator programs on Macintosh or PC computer systems.

SPECIFICATIONS

Cook County Treasurer's Office shall have the responsibility for translations of materials into foreign languages, preparation of translated materials into QuarkXPress or Illustrator programs, and proofreading of foreign-language translations.

Printer shall be responsible for preparing proofs, providing PDF images of files and also providing PDF "thumbnails" of only one panel to Cook County Treasurer's Office for use on its Web site.

ITEM NO. 24: PRINTING, TAX SYSTEM INFORMATIONAL PUBLICATIONS (Spanish & Polish, 8-1/2" X 11")

- Same as Item 23, except for following:
- Total quantity: 80,000 (2 language X 4 versions X 10,000 items per version)
- Final cut size: 8-1/2" X 7-1/4"

ITEM NO. 25: PRINTING, TAX SYSTEM INFORMATIONAL PUBLICATIONS (Other Languages, 8-1/2" X 11")

- Same as 23 except for the following:
- Total quantity: 220,000 (22 languages X 4 versions per language X 2,500 items per version)

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SPECIFICATIONSITEM NO. 26: FOLDING, INSERTING AND MAILING FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES

Vendor shall be responsible for secure, bonded and licensed transport of tax bills with variable data from County Building and/or warehouse to site(s) of folding/inserting work, likely in two or three shipments. Vendor also shall be responsible for the secure, bonded and licensed transport of prepared trays, as needed, to U.S. Postal Service's Chicago Main Harrison Street Post Office and must be able to make delivery, if requested, on a weekend.

Same transportation will be needed for various shipments of printed delinquency and refund notices with deliveries between the production and storage facilities utilized by the Vendor and the County for tax-bill paper, envelopes, brochures and tax-bill publications.

Vendor shall provide proper folding and insertion and related mailing preparation for approximately 1,800,000 pieces for the 1<sup>ST</sup> Installment Tax Years 2013 and 2014 Cook County Real Estate Tax collections, scheduled to be mailed in late January 2014 and 2015. Vendor shall provide proper folding and inserting and related mailing preparation for approximately 1,800,000 pieces for the 2<sup>ND</sup> Installment Tax Years 2013 and 2014 Cook County Real Estate Tax collections, which are scheduled to be mailed in the summer or early fall of 2014 and 2015 upon notification by the Cook County Treasurer's Office.

**Note:** Because of year-to-year fluctuations in the quantities of exempt properties and property divisions, vendor may have as few as 1,600,000 tax bills and will be allowed to invoice only for the quantity actually mailed. The quantity of 1,800,000 is used for estimating and quoting purposes only. Note: Under Item No. 26, quote by Vendor must allow Cook County Treasurer's Office to mail as few as 1,550,000 pieces. Vendor shall be allowed to invoice based only on the quoted price per thousand.

For each billing cycle, Vendor shall be responsible for proper preparation of approximately 1,800,000 "complete tax bill packages." Each "complete tax bill package" shall consist of a folded and inserted property tax bill (up to 8-1/2" x 14 in size, folded twice in a C-fold pattern, or three times in a closed-end pattern), a folded and inserted brochure (up to 8-1/2 x 14" in size, folded two or three times in a closed-end pattern), two 3-11/16" x 8-1/2" cards and one No. 9 return envelope, for a total of five inserts that the Vendor shall insert correctly into a No. 10 window outer mailing envelope with insertion pattern to be approved by Cook County Treasurer's Office.

Vendor shall be responsible for sealing outer mailing envelopes. Vendor shall be responsible for ensuring finished product has postal scan lines, addressee names and addresses from the tax bills visible through the No. 10 envelope windows so that they can be processed by the U.S. Postal Service. Vendor shall be responsible for proper placement of envelopes and bag tags (Zip Code tags) in trays for pre-sort mailing and delivery to Chicago Main Post Office for processing or processing by on-site U.S. Postal Service staff. The Cook County Treasurer's Office is responsible for postage.

Vendor shall have on-site, secure storage capacity to "hurry up and wait" to complete mailing preparation and hold finished product for as many as five calendar days before actual mailing. Prior to mailing, Vendor shall weigh materials and subtract tares, in compliance with U.S. Postal Service regulations, and send confirmation of approximate number of materials by email to Cook County Treasurer's Office to indicate whether there is a match or any discrepancy between number of pieces in the Cook County Treasurer's Office's reports and those actually to be mailed. Vendor shall mail product all in same day and not make separate, partial drops unless directed otherwise by the Cook County Treasurer's Office. Prior to actual mailing of completed tax bills, Vendor must receive written communication by email or in person that is signed by a representative of the Cook County Treasurer's Office designated by the Cook County Treasurer.

SPECIFICATIONS

ITEM NO. 26: FOLDING, INSERTING AND MAILING FOR COLLECTIONS OF 1<sup>ST</sup> AND 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES (CONTINUED)

Because time is of the essence, Vendor shall have capacity to fold, insert and process entire mailing in as little as **four calendar days** from the initial arrival of the first 600,000 bills, presuming the balance will arrive in the subsequent **two** calendar days. Vendor shall have at least three operable folding machines and staff capable of operating the folding machines, with each folding machine capable of folding tax bills at a rate that can exceed 24,000 pieces per hour.

Vendor shall have five or more mail inserting machines and staffing to operate the machinery properly. Vendor shall insert tax bills, brochures and Courtesy Reply Mail (CRM) envelopes and seal the outer envelopes to form "complete tax bill packages" at an average aggregate rate of 24,000 "complete tax bill packages" per hour. Vendor's inserting machines must have the capacity to insert "open-end" side of folded tax bill into open envelope for use of payment coupon at bottom of invoice with top-flap (#10) window envelope.

If there is a natural or man-made disaster or if the Vendor is incapable of keeping functional equipment or adequate, trained staffing to complete the job in a timely fashion, the County may locate an alternate mailing house to complete the work at the Vendor's expense. This is a zero-spoilage job. Vendor shall return all copies of ripped, shredded, misprinted, or otherwise damaged tax bills, brochures and envelopes for replacements to fold, insert and mail.

Vendor shall be Coding Accuracy Support System (CASS) certified; System Certified and offer ZIP + 4 barcoding and address hygiene, as necessary, to achieve maximum postage discount and furnish proof with bid proposal.

Actual postage expense shall be obligation of the County of Cook and not the Vendor. Vendor shall be responsible for generating tray tags (commonly known as "bag tags"), as needed, from CASS reports. Cook County Department of Management of Information Systems (MIS) shall be responsible for the preparation of the CASS reports for each mailing. Vendor shall supply blank tray tags, which MIS will then image, but Vendor must be able to generate tray tags, as needed, based on the requirements of the Postal Service and the CASS reports.

RETURN OF UNUSED SUPPLIES

After completion of insertion and mailing, Vendor shall be responsible for storage and/or secure transport of unused envelopes and brochures to the County Building with bonded, licensed courier equipped with solid doors that are properly locked and electric forklift that is capable of transporting skids up ramp in basement delivery area of County Building to the freight elevators and then to the Cook County Treasurer's Office's storage area.

SPECIFICATIONS

ITEM NO. 27: FOLDING, INSERTING AND MAILING FOR DELINQUENCY NOTICES

Same as Item No. 26 above, except that no brochure insertion is necessary and quantities will involve approximately 120,000 "complete tax bill packages," again without brochure insertion, with quantities that will involve approximately 55,000 to 175,000 items per mailing (five mailings not to exceed 550,000 items total).

**Note:** Under Item No. 27, quote by Vendor must allow the Cook County Treasurer's Office to place orders as small as 55,000 and that Vendor shall be allowed to invoice based only on the quoted price per thousand.

Vendor shall be responsible for folding one notice up to 8-1/2" x 14 and inserting the notice and a #9 window return envelope properly into a #10 outer mailing envelope so that the name on the notice appears through the window of the #10 outer mailing envelope.

Vendor shall include set-up costs for five mailings in price per thousand. The Cook County Treasurer's Office is responsible for postage costs and any necessary pre-sorts or CASS reports.

ITEM NO. 28: FOLDING, INSERTING AND MAILING FOR REFUND APPLICATION FORMS

Same as Item No. 26 above, except that Vendor shall use #11 outer mailing window envelope and #10 non-window return envelope and that quantities will involve approximately 10,000 to 60,000 items per mailing (4 mailings not to exceed 100,000 items total).

**Note:** Under Item No. 28, quote by Vendor must allow Cook County Treasurer's Office to place orders as small as 10,000 and that Vendor shall be allowed to invoice based only on the quoted price per thousand.

Vendor shall include set-up costs for various mailings in price per thousand. Cook County Treasurer's Office is responsible for postage costs and any necessary pre-sorts or CASS reports.

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SPECIFICATIONSITEM NO. 29: PRINTING, REFUND CHECK PAPER STOCK

- QUANTITY: 120,000 (Deliverable in two portions)
- Paper to be 8 ½" x 11" exact run grain long, 28# MORC Bond - with VOID pantograph - Cook County Logo screened 5% black.

Printing to include two colors on front and one color on back ("two over one") with text and layout for both sides to be determined at the proof stage.

**VENDOR MUST NOT ATTEMPT TO SUBSTITUTE 60# OFFSET OR PAPER THAT IS NOT RUN GRAIN LONG ON PRESS. STOCK MUST BE RUN GRAIN LONG ON PRESS.**

Check stock will have one full horizontal perforation with precise location to be specified at proof stage. This "microperf" perforation shall be strong enough to keep the forms intact during processing. At the same time, this perforation must not be so strong that the perforation will cause the recipient to damage or destroy the check when detaching the check from the stub section of the form.

Printing process must be done with a ultra-violet printing press that utilizes heat-resistant laser-guaranteed ultraviolet inks with curing units between each ink tower and in-line decurling and perforation-iron units to insure flat-cut sheets with **NO CURLS OR PERF BUMPS.**

Printing process must allow for full bleeds to the edge of the flat-cut sheets.

Printed cut forms must be completely dry and ready for use as they come off the end of the press. No drying time will be allowed. Sheets that show any signs of ink that has not been completely cured and dried will be rejected and shall be replaced immediately at the expense of the Vendor. If Vendor is unable to replace rejected materials, Vendor shall pay for emergency replacements at Cook County Treasurer's Office discretion.

Finished cut sheets (forms) must be clean and completely dust free.

Finished cut sheets must arrive in a state of guaranteed run ability with no paper or ink issues.

ITEM NO. 30: PRINTING, #9 WINDOW RETURN ENVELOPES FOR STOPS RETURN LETTERS

10,000 with same specifications as Item No. 11 but with distinct color and text on exterior and for delivery by November 17, 2014 or upon notification by Cook County Treasurer's Office.

ITEM NO. 31: PRINTING OF STOPS LETTER PAPER

10,000 with the same specifications as Item No. 1, but with up to two colors, front only, one full horizontal perforation, with text and layout distinct from other tax bills.

SPECIFICATIONSITEM NO. 31: PRINTING, ENVELOPES FOR MAILING REFUND CHECKS

ENVELOPE: 4-1/8" (height) x 9-1/2" (width).

QUANTITY: 120,000

WINDOW: FULL GLASSINE PATCH – Glassine patch must be smooth, with no wrinkles, bumps or curls, and must be adhered clearly on all sides of patch to the interior of the envelope meeting all USPS regulations at the time of printing.

WINDOW SIZE: Up to 1-3/8" x 4". Exact dimensions and location to be determined at proof.

WINDOW LOCATION: Exact dimensions and location to be determined at proof stage.

FLAP SIZE: 1-1/2": Diagonal Seam.

FLAP LOCATION: Top Flap.

THROAT: 3/4"

PAPER: 24# White Wove.

STYLE: Diagonal Seam.

PRINTING: Two colors face and back. Black inside tint.

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document No. 13-45-12444 for **PRINTING, TAX BILL PAPER, ENVELOPES, BROCHURES, FOLDING AND INSERTING FOR THE BILLING AND COLLECTION OF TAX YEARS 2013 and 2014 PROPERTY TAXES** for **COOK COUNTY TREASURER'S OFFICE**, as prepared by Cook County, and that they have familiarized themselves with all the conditions under which it must be carried out and understands that by making this proposal they waive all rights to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1.	M	3,810	PRINTING, 1 <sup>ST</sup> INSTALLMENT TAX BILLS (INCLUDES SAMPLES), AS PER SPECIFICATIONS HEREIN  \$ <u>20.00</u> /M \$ <u>76,200<sup>00</sup></u> /TOTAL  MFR. <u>JJC</u>  MFR. NO. _____
2.	M	400	PRINTING, 1 <sup>ST</sup> INSTALLMENT PROOF OF PAYMENT TAX BILLS, AS PER SPECIFICATIONS HEREIN  \$ <u>20.00</u> /M \$ <u>8,000<sup>00</sup></u> /TOTAL  MFR. <u>JJC</u>  MFR. NO. _____
3.	M	40	PRINTING, 1 <sup>ST</sup> INSTALLMENT SPECIALTY TAX BILLS, AS PER SPECIFICATIONS HEREIN  \$ <u>20.00</u> /M \$ <u>800.00</u> /TOTAL  MFR. <u>JJC</u>  MFR. NO. _____

**PROPOSAL**

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
4.	M	3,810	PRINTING, 2 <sup>ND</sup> INSTALLMENT TAX BILLS (INCLUDES SAMPLES), AS PER SPECIFICATIONS HEREIN  \$ <u>20.00</u> /M \$ <u>76,200<sup>00</sup></u> /TOTAL MFR. <u>JJC</u>  MFR. NO. _____
5.	M	400	PRINTING, 2 <sup>ND</sup> INSTALLMENT PROOF OF PAYMENT TAX BILLS (INCLUDES SAMPLES), AS PER SPECIFICATIONS HEREIN  \$ <u>20.00</u> /M \$ <u>8,000<sup>00</sup></u> /TOTAL MFR. <u>JJC</u>  MFR. NO. _____
6.	M	40	PRINTING, 2 <sup>ND</sup> INSTALLMENT SPECIALTY TAX BILLS (INCLUDES SAMPLES), AS PER SPECIFICATIONS HEREIN  \$ <u>20.00</u> /M \$ <u>800<sup>00</sup></u> /TOTAL MFR. <u>JJC</u>  MFR. NO. _____

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
7.	M	400	PRINTING, 2 <sup>ND</sup> INSTALLMENT CERTIFICATE OF ERROR TAX BILLS, AS PER SPECIFICATIONS HEREIN  \$ <u>18.00</u> /M \$ <u>7,200<sup>00</sup></u> /TOTAL MFR. <u>JTC</u> MFR. NO. _____
8.	M	2,200	PRINTING, DELINQUENCY NOTICE TAX BILLS, AS PER SPECIFICATIONS HEREIN  \$ <u>10.00</u> /M \$ <u>22,000<sup>00</sup></u> /TOTAL MFR. <u>JTC</u> MFR. NO. _____
9.	M	10	PRINTING, WINTER PRE-PAYMENT TAX BILLS FOR COLLECTIONS OF 1 <sup>ST</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES, AS PER SPECIFICATIONS HEREIN  \$ <u>300.00</u> /M \$ <u>3,000<sup>00</sup></u> /TOTAL MFR. <u>JTC</u> MFR. NO. _____

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
10.	M	3,601	<p>PRINTING, #10 WINDOWS                      OUTER MAILING ENVELOPES                      FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT                      TAXES COOK COUNTY                      REAL ESTATE TAX BILLS                      (INCLUDES SAMPLES),                      AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>15.55</u> /M                      \$ <u>55,995.55</u> /TOTAL                      MFR. <u>JJC</u>                      MFR. NO. _____</p>
11.	M	3,601	<p>PRINTING, #9 WINDOW RETURN                      ENVELOPES FOR COLLECTIONS OF 1<sup>ST</sup>                      INSTALLMENT COOK COUNTY                      REAL ESTATE TAX BILLS                      (INCLUDES SAMPLES)                      AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>13.10</u> /M                      \$ <u>47,173.12</u> /TOTAL                      MFR. <u>JJC</u>                      MFR. NO. _____</p>
12.	M	150	<p>PRINTING, #10 WINDOW ENVELOPES FOR                      DUPLICATE TAX BILLS                      AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>54.40</u> /M                      \$ <u>8,160.00</u> /TOTAL                      MFR. <u>JJC</u>                      MFR. NO. _____</p>

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
13.	M	200	PRINTING, #11 WINDOW ENVELOPES FOR REFUND APPLICATION FORMS, AS PER SPECIFICATIONS HEREIN \$ <u>43.75</u> /M \$ <u>8,750<sup>00</sup></u> /TOTAL MFR: <u>JJC</u> MFR. NO. _____
14.	M	200	PRINTING, #10 RETURN ENVELOPES FOR REFUND APPLICATION FORMS, AS PER SPECIFICATIONS HEREIN \$ <u>38.25</u> /M \$ <u>7,650<sup>02</sup></u> /TOTAL MFR: <u>JJC</u> MFR. NO. _____
15.	M	2.202	PRINTING, #10 WINDOW ENVELOPES FOR DELINQUENCY NOTICES, (INCLUDES SAMPLES) AS PER SPECIFICATIONS HEREIN \$ <u>19.50</u> /M \$ <u>42,939<sup>20</sup></u> /TOTAL MFR: <u>JJC</u> MFR. NO. _____

**PROPOSAL**

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
16.	M	2,202	<p>PRINTING, #9 WINDOW RETURN ENVELOPES FOR DELINQUENCY NOTICES (INCLUDES SAMPLES) AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>18.15</u> /M</p> <p>\$ <u>39,966<sup>30</sup></u> /TOTAL</p> <p>MFR. <u>JTC</u></p> <p>MFR. NO. _____</p>
17.	M	3,601	<p>PRINTING, #10 WINDOW OUTER MAILING ENVELOPES FOR COLLECTIONS OF 2<sup>ND</sup> INSTALLMENT AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>15.55</u> /M</p> <p>\$ <u>55,995<sup>55</sup></u> /TOTAL</p> <p>MFR. <u>JTC</u></p> <p>MFR. NO. _____</p>
18.	M	3,601	<p>PRINTING, #9 WINDOW RETURN ENVELOPES FOR COLLECTIONS OF 2<sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAX BILLS (INCLUDES SAMPLES) AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>13.10</u> /M</p> <p>\$ <u>47,173<sup>10</sup></u> /TOTAL</p> <p>MFR. <u>JTC</u></p> <p>MFR. NO. _____</p>

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
19.	M	10	<p>PRINTING, #10 WINDOW OUTER MAILING ENVELOPES FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT PRE-PAYMENTS, AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>150.00</u> /M</p> <p>\$ <u>1,500.00</u> /TOTAL</p> <p>MFR. <u>JTC</u></p> <p>MFR. NO. _____</p>
20.	M	10	<p>PRINTING, #9 WINDOW RETURN ENVELOPES FOR 1<sup>ST</sup> INSTALLMENT PRE-PAYMENT TAX COLLECTIONS, AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>140.00</u> /M</p> <p>\$ <u>1,400.00</u> /TOTAL</p> <p>MFR. <u>JTC</u></p> <p>MFR. NO. _____</p>
21.	M	3,750	<p>PRINTING, TAX BILL BROCHURES FOR COLLECTIONS OF 1<sup>ST</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES, AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>8.00</u> /M</p> <p>\$ <u>30,000.00</u> /TOTAL</p> <p>MFR. <u>JTC</u></p> <p>MFR. NO. _____</p>

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
22.	M	3,750	PRINTING, TAX BILL BROCHURES FOR COLLECTIONS OF 2 <sup>ND</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES, AS PER SPECIFICATIONS HEREIN  \$ <u>8.00</u> /M \$ <u>30,000.00</u> /TOTAL  MFR. <u>JJC</u>  MFR. NO. _____
23.	M	200	PRINTING, TAX SYSTEM INFORMATIONAL PUBLICATIONS, ENGLISH (8-1/2" X 11"), AS PER SPECIFICATIONS HEREIN  \$ <u>57.00</u> /M \$ <u>11,400.00</u> /TOTAL  MFR. <u>JJC</u>  MFR. NO. _____
24.	M	160	PRINTING, TAX SYSTEM INFORMATIONAL PUBLICATIONS, SPANISH & POLISH (8-1/2" X 11"), AS PER SPECIFICATIONS HEREIN  \$ <u>75.00</u> /M \$ <u>12,000.00</u> /TOTAL  MFR. <u>JJC</u>  MFR. NO. _____

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
25.	M	440	<p>PRINTING, TAX SYSTEM INFORMATIONAL PUBLICATIONS, OTHER LANGUAGES (8-1/2" X 11"), AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>122.75</u> /M</p> <p>\$ <u>54,000<sup>00</sup></u> /TOTAL</p> <p>MFR. <u>JJC</u></p> <p>MFR. NO. _____</p>
26.	M	7,200	<p>FOLDING, INSERTING AND MAILING F COLLECTIONS OF 1<sup>st</sup> &amp; 2<sup>nd</sup> INSTALLMENT COOK COUNTY REAL ESTATE TAXES AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>23.10</u> /M</p> <p>\$ <u>166,320<sup>00</sup></u> /TOTAL</p> <p>MFR. <u>JJC</u></p> <p>MFR. NO. _____</p>
27.	M	1,100	<p>FOLDING, INSERTING AND MAILING FOR DELIQUENCY NOTICES. AS PER SPECIFICATIONS HEREIN</p> <p>\$ <u>20.75</u> /M</p> <p>\$ <u>22,825<sup>00</sup></u> /TOTAL</p> <p>MFR. <u>JJC</u></p> <p>MFR. NO. _____</p>

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
28.	M	200	FOLDING, INSERTING AND MAILING FOR REFUND APPLICATION FORMS AS PER SPECIFICATIONS HEREIN \$ <u>35.00</u> /M \$ <u>7,000.00</u> /TOTAL MFR. <u>JJC</u> MFR. NO. _____
29.	M	240	<i>Printing of</i> FOLDING, REFUND CHECK STOCK AS PER SPECIFICATIONS HEREIN \$ <u>45.00</u> /M \$ <u>10,800.00</u> /TOTAL MFR. <u>JJC</u> MFR. NO. _____
30.	M	20	PRINTING, # 9 WINDOW RETURN ENVELOPES FOR STOPS RETURN LETTERS, FOR DELIQUENCY NOTICES, AS PER SPECIFICATIONS HEREIN \$ <u>60.25</u> /M \$ <u>1,205.00</u> /TOTAL MFR. <u>JJC</u> MFR. NO. _____

*W/B*

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
31.	M	20	PRINTING, STOPS LETTER PAPER AS PER SPECIFICATIONS HEREIN \$ <u>100.00</u> /M <i>S/B</i> \$ <u>1,000.00</u> /TOTAL <i>2,000</i> MFR. <u>JIC</u> <i>DB</i> MFR. NO. _____

32.	M	240	PRINTING, ENVELOPES FOR MAILING REFUND CHECKS, AS PER SPECIFICATIONS HEREIN \$ <u>38.25</u> /M \$ <u>9,180.00</u> /TOTAL MFR. <u>JIC</u> MFR. NO. _____
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GRAND TOTAL: \$ 874,642.60 *S/B*  
*875,642.60*  
*DB*

DELIVERY DATE: Per specifications  
(NUMBER OF CALENDAR DAYS AFTER AWARD)

THE RECEIPT OF THE FOLLOWING ADDENDA TO THE SPECIFICATIONS IS ACKNOWLEDGED:

ADDENDUM NO. 1 DATE 6-13-13

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

PROPOSAL

INFORMATIONAL

QUICK PAYMENT DISCOUNTS

Cook County is working hard to reduce budgets, engage in strategic sourcing, and streamline internal processes. Consequently, Cook County has initiated a Quick Payment program. The Quick Payment program serves the purpose of both benefiting Cook County and the vendor community. The County will be able to purchase goods and services in a timelier manner while improving vendor relations. Vendors will benefit from reduced collection periods and improved capital charges. This will allow the vendor community to also reduce opportunity costs and improve strategic planning capabilities. In the chart below please provide what quick payment discounts your company is willing to offer. This will be used for informational purposes.

Quick Payment Discounts

1	What payment terms would your company propose for this program?		
2	Is there a quick payment discount that your company would be willing to offer? If so, please provide details	EARLY PAYMENT	% DISCOUNT
		NET 30	1% 20 DMS
		NET 20	
		OTHER	

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
<b>Instructions</b>	<b>Instructions for Completion of EDS</b>	<b>EDS i - ii</b>
<b>1</b>	<b>MBE/WBE Utilization Plan</b>	<b>EDS 1</b>
<b>2</b>	<b>Letter of Intent</b>	<b>EDS 2</b>
<b>3</b>	<b>Petition for Reduction/Waiver of MBE/WBE Participation Goals</b>	<b>EDS 3</b>
<b>4</b>	<b>Certifications</b>	<b>EDS 4, 5</b>
<b>5</b>	<b>Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest</b>	<b>EDS 6 - 12</b>
<b>6</b>	<b>Sole Proprietor Signature Page</b>	<b>EDS 13a/b/c</b>
<b>7</b>	<b>Partnership Signature Page</b>	<b>EDS 14/a/b/c</b>
<b>8</b>	<b>Limited Liability Corporation Signature Page</b>	<b>EDS 15a/b/c</b>
<b>9</b>	<b>Corporation Signature Page</b>	<b>EDS 16a/b/c</b>
<b>10</b>	<b>Cook County Signature Page</b>	<b>EDS 17</b>

**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](http://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, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

**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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

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: ENCORE PAPER + SUPPLIES  
 Address: 6529 N. TALMAN CHICAGO, IL 60645  
 E-mail: ENCOREPAPER-SUPPLIES@MSN.COM  
 Contact Person: DUNNIS CHAN Phone: 773-465-6422  
 Dollar Amount Participation: \$ 218,660.65  
 Percent Amount of Participation: 25 %

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

MBE/WBE Firm: DANIELS PRINTING + OFFICE SUPPLY  
 Address: 14800 S. CIZERO OAK FOREST, IL 60452  
 E-mail: PAUL@DANIELSPOS.COM  
 Contact Person: PAUL VACLAV Phone: 708-687-3055  
 Dollar Amount Participation: \$ 87,464.26  
 Percent Amount of Participation: 10 %

\*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.

COOK COUNTY GOVERNMENT LETTER OF INTENT (REV. 11/04)

M/WBE Firm: ENCORE PAPER + SUPPLIES INC. Certifying Agency: COOK COUNTY  
Address: 6529 N. TALMAN AVE Certification Expiration Date: 10-13-13  
City/State: CHICAGO Zp 60645 FEIN #: 36-3612670  
Phone: 773-465-6422 Fax: Contact Person: DENNIS CHAN  
Email: ENCOREPAPER-SUPPLIES@MUSN.COM Contract #: 13-45-12444

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: N/A

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

PAPER, ENVELOPES, CARTONS, TONER INKS

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

CONTRACT AMOUNT \$ 874,642.60 NORMAL 30 DAY PAYMENT  
M/WBE PARTICIPATION \$ 218,660.65  
(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) [Signature]  
Print Name DENNIS CHAN

Signature (Prime Bidder/Proposer) [Signature]  
Print Name MIKE PICKRUM

Firm Name ENCORE Paper & Supplies

Firm Name J.S. COLLINS SONS INC

Date 5/20/13

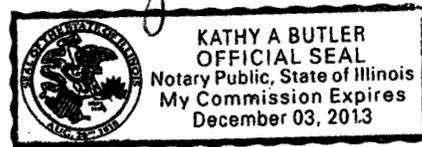
Date 5-20-13

Subscribed and sworn before me  
this 20<sup>th</sup> day of May, 2013  
Notary Public [Signature]

Subscribed and sworn before me  
this 20<sup>th</sup> day of May, 2013  
Notary Public [Signature]

SEAL

SEAL



MWBE Firm: DANIELS PRINTING + OFFICE SUPPLY Certifying Agency: COOK COUNTY TREASURER  
 Address: 14800 S. CIZENO Certification Expiration Date: 4-30-2013  
 City/State: Oak Forest Zip: 60452 FEIN #: 36-2756229  
 Phone: 708-687-3055 Fax: 708-687-9055 Contact Person: PRM VACLAV  
 Email: PRM@DANIELSPOS.COM Contract #: 13-45-12444

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: N/A

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

PRINTING ENVELOPES

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

CONTRACT AMOUNT \$ 874,642.60 NORMAL 30 Day Payment.  
WBE PARTICIPATION \$ 87,464.26  
 (If more space is needed to fully describe MWBE 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.

Pamela A. Vaclav  
Signature (MWBE)

Mike Pickrum  
Signature (Prime Bidder/Proposer)

Pamela A. Vaclav  
Print Name

MIKE PICKRUM  
Print Name

Daniels Printing & Office Supply  
Firm Name

J. Collins Sons INC.  
Firm Name

5.20.13  
Date

5-20-13  
Date

Subscribed and sworn before me

this 20 day of May, 2013.

Notary Public Barbara J. Archer

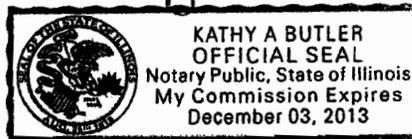
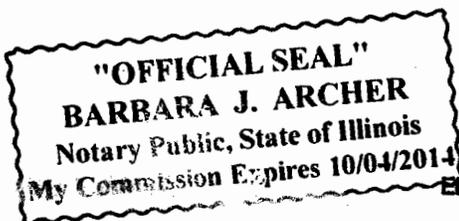
SEAL

Subscribed and sworn before me

this 20th day of May, 2013.

Notary Public Kathy A. Butler

SEAL



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

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

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

**D. OTHER RELEVANT INFORMATION**

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

## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

---

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**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:

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

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

Yes: \_\_\_\_\_ No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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):

\_\_\_\_\_  
N/A  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) None 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: J. COLLINS SONS INC D/B/A: N/A EIN NO.: 36-0933370

Street Address: 7125 JAMES AVE SUITE 200

City: WOODRIDGE State: IL Zip Code: 60517

Phone No.: 630-960-2525

### Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
SEE SCHEDULE "A" ATTACHED		

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.

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

[Signature]  
Signature

WWW.JSCOLLINSRENTAL.COM  
E-mail address

PRESIDENT  
Title

6-6-13  
Date

630-960-2525  
Phone Number

Subscribed to and sworn before me this 6th day of June 2013

My commission expires: 12/03/13

x [Signature]  
Notary Public Signature



Cook County Disclosure of Ownership Interest Statement

J. J. Collins' Sons, Inc.

Schedule "A"

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>Ownership</u>
Thomas M. Collins	1433 Calcutta Lane	Naperville	IL	60563	6.34%
John J. Collins	6024 Ridge Court	Downers Grove	IL	60516	6.34%
Mary Kay Esposito	15010 N Meander Mountain Way	Prescott	AZ	86305	7.59%
Peg Napralla	573 East Howard	Portage	WI	53901	7.59%
Jeanne Farrell	2304 Flambeau Dr.	Naperville	IL	60564	7.59%
Eileen McArdle	591 Hillside	Glen Ellyn	IL	60137	7.59%
James F. Collins	220 Course Drive	Lake In the Hills	IL	60156	50.19%



## 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](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: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

\_\_\_\_\_ 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.

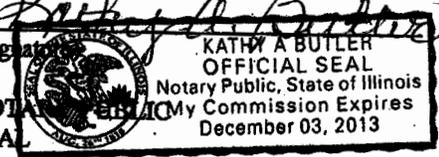
There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

*[Signature]* \_\_\_\_\_ Date 6-6-13

Subscribe and sworn before me this 6th Day of June, 2013

a Notary Public in and for DePaul County

*[Signature]*  


My Commission expires 12/3/2013

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 9)

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: JJ Collins Sows INC

BUSINESS ADDRESS: 7125 JAMES AVE. WOODRIDGE, IL 60517

BUSINESS TELEPHONE: 630-960-2525 FAX NUMBER: 630-960-7487

CONTACT PERSON: MICHAEL PICKRUM

FEIN: 36-0933370 \*IL CORPORATE FILE NUMBER: D-1794-186-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: JAMES F COLLINS VICE PRESIDENT: ROBERT COLLINS

SECRETARY: MICHAEL R COLLINS TREASURER: N/A

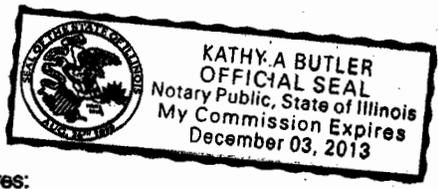
\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
6th day of June, 2013

x [Signature]  
Notary Public Signature

My commission expires: 12/3/2013  
Notary Seal

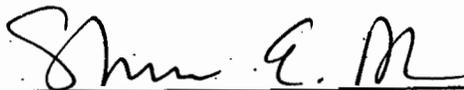


\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF September, 2013.

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

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

13-45-12444

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 875,642.60  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 11 2013

APPROVED AS TO FORM: N/A

COM \_\_\_\_\_

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH "LIZ" DOODY GORMAN	17th Dist.



COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

SHANNON ANDREWS  
DIRECTOR

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

October 19, 2012

Mr. Dennis Chan, President  
Encore Paper & Supplies, Inc.  
6529 N. Talman Avenue  
Chicago, IL 60645

**Annual Certification Expires: October 19, 2013**

Dear Mr. Chan:

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This annual **MBE** Certification is valid until **October 19, 2013**.

As a condition of continued Certification during the three (3) year term, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

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

**Regular Dealer: Paper – Copier, Computer and Printing; Supplies – Copy Machine and Office**

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

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

Sincerely,

Shannon E. Andrews  
Contract Compliance Director  
SA/ek

2014

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

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gainer	10 <sup>th</sup> Dist.
Robert Steele	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Fritchey	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Lawrence Suffredin	13 <sup>th</sup> Dist.
Deborah Sims	5 <sup>th</sup> Dist.	Gregg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schneider	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		



**COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE**

**JACQUELINE GOMEZ  
DIRECTOR**

County Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5502

February 19, 2013

Ms. Caroline Vaclav, President  
Dan's Printing & Office Supplies, Inc.  
d/b/a Daniels Printing & Office Supply  
14800 S. Cicero Avenue  
Oak Forest, IL 60452

**Annual Certification Expires: February 19, 2014**

Dear Ms. Vaclav:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This annual WBE Certification is valid until **February 19, 2014**.

As a condition of continued Certification during the three (3) year term, you must file a "**No Change Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**Printing: Off-Set Printing & Graphic Arts; Regular Dealer: Office Supplies & Furniture**

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

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director  
JG/ek



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

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gainer	10 <sup>th</sup> Dist.
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**COUNTY OF COOK  
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Sincerely,

Jacqueline Gomez  
Contract Compliance Director  
JG/ek



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

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12<sup>th</sup> Dist.  
13<sup>th</sup> Dist.  
14<sup>th</sup> Dist.  
15<sup>th</sup> Dist.  
16<sup>th</sup> Dist.  
17<sup>th</sup> Dist.



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

**SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER**

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

**ADDENDUM NO. 1**

**DATE: JUNE 13, 2013**

**PRINTING, TAX BILL PAPER, ENVELOPES, BROCHURES, FOLDING AND INSERTING  
FOR THE BILLING AND COLLECTION OF TAX YEARS 2013 & 2014 PROPERTY TAXES,  
FOR**

**COOK COUNTY TREASURER**

**CONTRACT NO. 13-45-12444**

**TO: ALL BIDDERS OF RECORD**

**SUMMARY - GENERAL**

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



**Contract No. 13-45-12444 - Addendum No. 1.**

**Page Two**

**E. Questions and Answers:**

- Q1. At what point will the vendor know the exact amount required for printing runs?
- A1. The Treasurer's Office shall notify the vendor no later than 3 weeks prior to the delivery due date of the exact amount required for production.
- Q2. Can the vendor produce inventory and hold the inventory in their warehouse until needed for release?
- A2. No, the vendor **will not** be allowed to produce inventory ahead of schedule and store the inventory until needed for release by the Treasurer's Office.
- Q3. Can any of the components of this bid be outsourced?
- A3. Yes, the sub-contractor must be a local vendor and approved by the Cook County Treasurer's Office.
- Q4. Can a vendor bid on only parts of the contract?
- A4. No, the vendor must bid on the entire bid.
- Q5. Is the "tear Zip-Strip poly wrap" a requirement for packaging?
- A5. Yes, the "tear Zip-Strip poly wrap" is a requirement and must be on all packaging items.
- 
- Q6. Is the "tear Zip-Strip poly wrap" a patented product?
- A6. No, the "tear Zip-Strip poly wrap" is **not** a patented product.
- Q7. Can a vendor request printing samples?
- A7. Yes, a vendor can request printing samples from Cook County's Office of the Chief Procurement Officer.
- Q8. Are there any bond requirements for this contract?
- A8. No, there are no bond requirements for this contract.

**Contract No. 13-45-12444 - Addendum No. 1.**  
**Page Three**

- Q9. Can you provide the current vendor for this contract and where to go to obtain this information?
- A9. Please submit a FOIA (Freedom of Information Act) request to the Office of the President. For more information on submitting a FOIA request please visit the following website address:  
  
[http://www.co.cook.il.us/portal/server.pt/community/office\\_of\\_the\\_president/237/foia](http://www.co.cook.il.us/portal/server.pt/community/office_of_the_president/237/foia)
- Q10. Is it possible to get the bid submission document in a word version?
- Q11. No, the bid document is not made available in a Word version.
- Q12. Will Cook County consider an alternative bid that is more effective and potentially less expensive method of printing and mailing that deviates from the specifications?
- A12. No, the current specifications must be met for this bid.



ORIGINATED BY:  
DANIEL GIZZI  
SPECIFICATIONS ENGINEER



SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER  
COUNTY OF COOK