

**SOLE SOURCE CONTRACT FOR SERVICE**

**CONTRACT NO. 2319-10271**

**PURCHASE ORDER NO. 70000316968**

**OFFICE OF THE CHIEF PROCUREMENT OFFICER**



**MAINTENANCE AND REPAIR OF CUMMINS-ALLISON MONEY COUNTER  
MACHINES AND CITIZEN PRINTERS**

**FOR**

**COOK COUNTY CLERK OF THE CIRCUIT COURT**

**WITH: CUMMINS-ALLISON CORPORATION- A CPI BRAND, d/b/a CUMMINS-  
ALLISON CORP.**

**TONI PRECKWINKLE, COOK COUNTY BOARD PRESIDENT**

**RAFFI SARRAFIAN, CHIEF PROCUREMENT OFFICER**

Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

CONTRACT FOR SERVICE  
PART I  
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Cummins-Allison Corporation, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the Clerk of the Circuit Court of Cook County, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizen Printers;

WHEREAS, this Contract is being entered into in accordance with Section 34-139, Sole Source Procurements, of the Cook County Procurement Code;

WHEREAS, the Contractor is able and willing to provide such Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizen Printers, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County from June 1, 2024 through May 31, 2025, with one (1) one-year renewal option.

III. PAYMENT

In no case shall such charges exceed the amount of \$22,603.52. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

IV. GENERAL CONDITIONS

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

V. INCORPORATION OF EXHIBITS

This Contract incorporates the following Exhibits:

- |                |                                                         |
|----------------|---------------------------------------------------------|
| 1. EXHIBIT I   | VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL         |
| 2. EXHIBIT II  | IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT  |
| 3. EXHIBIT III | MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT |
| 4. EXHIBIT IV  | EVIDENCE OF INSURANCE                                   |
| 5. EXHIBIT V   | ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")              |
| 6. EXHIBIT VI  | COOK COUNTRY TRAVEL POLICY                              |
| 7. EXHIBIT VII | ECONOMIC DISCLOSURE STATEMENT ("EDS")                   |

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

**PART II - General Terms and 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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

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 and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services 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, equipment or supplies 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, equipment or supplies have been rejected.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

**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 goods, equipment, supplies or services 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 goods, equipment, supplies or services 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-9998-2013-07.

**GC-07 PRICE REDUCTION**

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. 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 from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. 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.

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

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 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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.

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

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

**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 the Contract within the specified time;
2. Failure to perform under the 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 the 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 the 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 the 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 the 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

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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 or the Chief Procurement Officer.

**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 related to the performance of the Contract.

**GC-15 INSURANCE REQUIREMENTS**

**Waiver of Subrogation**

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

**Insurance Requirements**

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

**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:

Employers' Liability coverage with a limit of  
 \$1,000,000 each Accident  
 \$1,000,000 each Employee  
 \$1,000,000 Policy Limit for Disease

**(b) Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

|                                |             |
|--------------------------------|-------------|
| Each Occurrence                | \$1,000,000 |
| General Aggregate              | \$2,000,000 |
| Completed Operations Aggregate | \$2,000,000 |

The General Liability policy shall include the following coverages:

(1) All premises and operations;

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- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:        \$1,000,000

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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 the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

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

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, 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.

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**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, Affidavits or EDS 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 in order to perform this Contract.

**GC-18 DELIVERY**

All Contract goods, equipment or supplies 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 delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are 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 8 SECTION 34-260 to SECTION 34-300****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 in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

| Contract Type         | Goals       |     |
|-----------------------|-------------|-----|
|                       | MBE         | WBE |
| Goods and Services    | 25%         | 10% |
| Construction          | 24%         | 10% |
| Professional Services | 35% Overall |     |

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

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

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

**II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, 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 Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

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**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

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

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the 2)
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which 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 so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

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

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant 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 and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed 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 Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported 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 allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

**V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

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

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

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**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)****VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
161 North Clark Street, Suite 2300  
Chicago, Illinois 60601  
(312) 603-5502

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety 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, Section 2-621 et al., Cook County Code. 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 the performance of 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 of 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 structural integrity.

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.

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

**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  
Suite 2300  
161 North Clark Street  
Chicago, Illinois 60601  
(Reference County Contract Number)

**TO THE CONTRACTOR:**

At address provided in the Economic Disclosure Statement 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. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

**GC-26 GUARANTEES AND WARRANTIES**

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies 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, equipment, supplies 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, EQUIPMENT OR SUPPLIES**

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies 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 the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written

**Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers**

approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract 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 County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

**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 County.

**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 in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, 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 term or provision.

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**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, supplies, equipment 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 COMPARABLE GOVERNMENT PROCUREMENT**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**GC-38 FEDERAL CLAUSES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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.

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

### 3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

### 4. Federal Interest in Data and Copyrights

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

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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.

## 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

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and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

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

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

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

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at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

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 (40 U.S.C. 3145), 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. 3141-3148)

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. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 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. The requirements of 40 U.S.C. 3704 are 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

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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 \$150,000 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.

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

**GC-39 CONTRACT INTERPRETATION**

In the event there is a conflict between or among any of the documents specified in Section V Incorporation of Exhibits, the terms of the General Conditions shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

|             |                                                         |
|-------------|---------------------------------------------------------|
| EXHIBIT I   | VENDOR STATEMENT OF WORK AND PRICING PROPOSAL           |
| EXHIBIT II  | IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT  |
| EXHIBIT III | MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT |
| EXHIBIT IV  | EVIDENCE OF INSURANCE                                   |
| EXHIBIT V   | ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")              |
| EXHIBIT VI  | COOK COUNTRY TRAVEL POLICY                              |
| EXHIBIT VII | ECONOMIC DISCLOSURE STATEMENT ("EDS")                   |

**END OF SECTION**

Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

EXHIBIT I

VENDOR STATEMENT OF WORK AND PRICING PROPOSAL

| PREVENTATIVE MAINTENANCE INSPECTION AGREEMENT                                                                         |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   |            |              |              |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------|------------|--------------|--------------|
|                                                                                                                       |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   | Customer # | Contract #   |              |
|                                                                                                                       |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   | 704874     | 69103824     |              |
| <b>Machine location:</b><br>IL Clerk of the Circuit Court see below<br><b>Application: Commercial Support Type: 1</b> |                            |                     | <b>Bill to:</b> IL Clerk of the Circuit Court Richard J. Daley<br><b>Attn:</b> Center<br><b>P.O. #</b> 69 W. Washington, Rm. 2500<br>Chicago, IL 60602 Priscilla Thomas<br><b>Billing frequency: Annual</b> |             |                  |      | <b>Remit this signed contract to:</b><br>CPI, Cummins Allison 851 N. Addison Ave.<br>Elmhurst, IL 60126<br>Phone: 630-833-2285<br>Fax: 630-833-2835 |        |                   |            |              |              |
|                                                                                                                       |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   |            |              |              |
| DESCRIPTION OF EQUIPMENT                                                                                              | SHIP TO LOCATION           | CITY & STATE        | ZIP CODE                                                                                                                                                                                                    | PART #      | SERIAL #         | Vol. | SVC. BR.                                                                                                                                            | Rep. # | # OF ANNUAL INSP. | ZONE       | TOTAL        |              |
| 1 JetScan 4062                                                                                                        | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9906-00 | 14096 8687 08247 | 1    | 57                                                                                                                                                  |        | 1                 | 6          | \$921.76     |              |
| 2 JetScan 4096                                                                                                        | 2650 S. California         | Chicago, IL         | 60608                                                                                                                                                                                                       | 409-9906-00 | 14096 9327 09166 | 1    | 57                                                                                                                                                  |        | 1                 | 6          | \$921.76     |              |
| 3 JetScan 4096ES                                                                                                      | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9106-00 | 14096 7921 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 4 JetScan 4096ES                                                                                                      | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9106-00 | 14096 7923 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 5 JetScan 4096ES                                                                                                      | 2121 Euclid Ave.           | Rolling Meadows, IL | 60008                                                                                                                                                                                                       | 409-9106-00 | 14096 7925 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 6 JetScan 4096ES                                                                                                      | 5600 Old Orchard Rd.       | Skokie, IL          | 60076                                                                                                                                                                                                       | 409-9106-00 | 14096 7919 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 7 JetScan 4096ES                                                                                                      | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9106-00 | 14096 7911 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 8 JetScan 4096ES                                                                                                      | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9106-00 | 14096 7912 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 9 JetScan 4096ES                                                                                                      | 69 W. Washington, 25th Fl. | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9106-00 | 14096 7914 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 10 JetScan 4096ES                                                                                                     | 10220 S. 76th Ave.         | Bridgeview, IL      | 60455                                                                                                                                                                                                       | 409-9106-00 | 14096 7922 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 11 JetScan 4096ES                                                                                                     | 2650 S. California         | Chicago, IL         | 60608                                                                                                                                                                                                       | 409-9106-00 | 14096 7915 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 12 JetScan 4096ES                                                                                                     | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9106-00 | 14096 7917 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 13 JetScan 4096ES                                                                                                     | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9106-00 | 14096 7918 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 14 JetScan 4096ES                                                                                                     | 1500 Maybrook Dr.          | Maywood, IL         | 60153                                                                                                                                                                                                       | 409-9106-00 | 14096 7913 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 15 JetScan 4096ES                                                                                                     | 16501 S. Kedzie Ave        | Markham, IL         | 60426                                                                                                                                                                                                       | 409-9106-00 | 14096 7920 16244 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 16 JetScan 4096ES                                                                                                     | 10220 S. 76th Ave.         | Bridgeview, IL      | 60455                                                                                                                                                                                                       | 409-9206-00 | 14096 2840 20338 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 17 JetScan 4096ES                                                                                                     | 1500 Maybrook Dr.          | Maywood, IL         | 60153                                                                                                                                                                                                       | 409-9206-00 | 14096 3171 21095 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 18 JetScan 4096ES                                                                                                     | 16501 S. Kedzie Ave        | Markham, IL         | 60426                                                                                                                                                                                                       | 409-9206-00 | 14096 2886 20350 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 19 JetScan 4096ES                                                                                                     | 2121 Euclid Ave.           | Rolling Meadows, IL | 60008                                                                                                                                                                                                       | 409-9206-00 | 14096 2892 20350 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 20 JetScan 4096ES                                                                                                     | 5600 Old Orchard Rd.       | Skokie, IL          | 60076                                                                                                                                                                                                       | 409-9206-00 | 14096 2933 21012 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 21 JetScan 4096ES                                                                                                     | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9206-00 | 14096 4437 22090 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 22 JetScan 4096ES                                                                                                     | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 409-9206-00 | 14096 4439 22090 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 23 JetScan 4096ES                                                                                                     | 2650 S. California         | Chicago, IL         | 60608                                                                                                                                                                                                       | 409-9206-00 | 14096 4438 22090 | 1    | 57                                                                                                                                                  |        | 2                 | 3          | \$775.00     |              |
| 24 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0418-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 25 Printer, Citizen                                                                                                   | 2650 S. California         | Chicago, IL         | 60608                                                                                                                                                                                                       | 122-0418-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 26 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0418-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 27 Printer, Citizen                                                                                                   | 1500 Maybrook Dr.          | Maywood, IL         | 60153                                                                                                                                                                                                       | 122-0418-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 28 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0418-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 29 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0418-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 30 Printer, Citizen                                                                                                   | 2650 S. California         | Chicago, IL         | 60608                                                                                                                                                                                                       | 122-0418-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 31 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 32 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 33 Printer, Citizen                                                                                                   | 2121 Euclid Ave.           | Rolling Meadows, IL | 60008                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 34 Printer, Citizen                                                                                                   | 5600 Old Orchard Rd.       | Skokie, IL          | 60076                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 35 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 36 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| PREVENTATIVE MAINTENANCE INSPECTION AGREEMENT                                                                         |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   |            |              |              |
|                                                                                                                       |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   | Customer # | Contract #   |              |
|                                                                                                                       |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   | 704874     | 68689521     |              |
| <b>Machine location:</b><br>IL Clerk of the Circuit Court see below<br><b>Application: Commercial Support Type: 1</b> |                            |                     | <b>Bill to:</b> IL Clerk of the Circuit Court Richard J. Daley<br><b>Attn:</b> Center<br><b>P.O. #</b> 69 W. Washington, Rm. 2500<br>Chicago, IL 60602 Priscilla Thomas<br><b>Billing frequency: Annual</b> |             |                  |      | <b>Remit this signed contract to:</b><br>CPI, Cummins Allison 851 N. Addison Ave.<br>Elmhurst, IL 60126<br>Phone: 630-833-2285<br>Fax: 630-833-2835 |        |                   |            |              |              |
|                                                                                                                       |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   |            |              |              |
| DESCRIPTION OF EQUIPMENT                                                                                              | SHIP TO LOCATION           | CITY & STATE        | ZIP CODE                                                                                                                                                                                                    | PART #      | SERIAL #         | Vol. | SVC. BR.                                                                                                                                            | Rep. # | # OF ANNUAL INSP. | ZONE       | TOTAL        |              |
| 37 Printer, Citizen                                                                                                   | 69 W. Washington, 25th Fl. | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 38 Printer, Citizen                                                                                                   | 10220 S. 76th Ave.         | Bridgeview, IL      | 60455                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 39 Printer, Citizen                                                                                                   | 2650 S. California         | Chicago, IL         | 60608                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 40 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 41 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 5    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 42 Printer, Citizen                                                                                                   | 1500 May Brook Dr.         | Maywood, IL         | 60153                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 43 Printer, Citizen                                                                                                   | 50 W. Washington St.       | Chicago, IL         | 60602                                                                                                                                                                                                       | 122-0421-01 | N/A              | 5    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 44 Printer, Citizen                                                                                                   | 16501 S. Kedzie Ave        | Markham, IL         | 60426                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
| 45 Printer, Citizen                                                                                                   | 10220 S. 76th Ave.         | Bridgeview, IL      | 60455                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 2                 | 1          | \$195.00     |              |
| 46 Printer, Citizen                                                                                                   | 16501 S. Kedzie Ave        | Markham, IL         | 60426                                                                                                                                                                                                       | 122-0421-01 | N/A              | 1    | 57                                                                                                                                                  |        | 1                 | 1          | \$195.00     |              |
|                                                                                                                       |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   |            | <b>TOTAL</b> | \$ 22,603.52 |
| <b>Effective Date: 6-1-24</b><br>TERMS: SERVICE NOT RENDERED UNTIL RECEIPT OF PAYMENT                                 |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   |            |              |              |
| <b>Ending Date: 5-31-25</b>                                                                                           |                            |                     |                                                                                                                                                                                                             |             |                  |      |                                                                                                                                                     |        |                   |            |              |              |

\*\*\*This contract reflects billing with one annual invoice. Please note that we can no longer accept P.O.s for partial amounts.  
 If semi-annual invoicing is needed, a 4% fee will be added, and each semi-annual invoice will be based on number of days of the period, not half the total contract amount.\*\*\*

Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

EXHIBIT II

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

Contract #: 2319-10271

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

|                                           |                                                    |
|-------------------------------------------|----------------------------------------------------|
| <b>OCPO ONLY:</b>                         |                                                    |
| <input type="checkbox"/> Disqualification | <input checked="" type="checkbox"/> Check Complete |

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

|                                                                                |                                                                             |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Bid/RFP/RFQ No.:</b> 2319-10271                                             | <b>Date:</b> 1.30.2024                                                      |
| <b>Total Bid or Proposal Amount:</b> \$22,603.52                               | <b>Contract Title:</b> Maintenance and Repair of Money Counters and P       |
| <b>Contractor:</b> Cummins-Allison - CPI                                       | <b>Subcontractor/Supplier/ Subconsultant to be added or substitute:</b> N/A |
| <b>Authorized Contact for Contractor:</b> Druva Mandal                         | <b>Authorized Contact for Subcontractor/Supplier/ Subconsultant:</b> N/A    |
| <b>Email Address (Contractor):</b> dhruva.mandal@cpi.com                       | <b>Email Address (Subcontractor):</b> N/A                                   |
| <b>Company Address (Contractor):</b> 852 Feehanville Drive                     | <b>Company Address (Subcontractor):</b> N/A                                 |
| <b>City, State and Zip (Contractor):</b> Mt. Prospect, IL 60056                | <b>City, State and Zip (Subcontractor):</b> N/A                             |
| <b>Telephone and Fax (Contractor):</b> 847-299-8550                            | <b>Telephone and Fax (Subcontractor):</b> N/A                               |
| <b>Estimated Start and Completion Dates (Contractor):</b> 6/1/2024 - 5/31/2025 | <b>Estimated Start and Completion Dates (Subcontractor):</b> N/A            |

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--------------------------------------------|------------------------------------------------------------|
| Not Applicable                             | N/A                                                        |

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Cummins-Allison - CPI

Contractor

DHRUVA MANDAL

Name

VP-GM

Title

DM

Prime Contractor Signature

Date

1.30.24

Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

EXHIBIT III

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT



OFFICE OF CONTRACT COMPLIANCE

**NICOLE N. MANDEVILLE**

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23<sup>rd</sup> Floor • Chicago, Illinois 60601 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

TARA STAMPS  
1st District

DENNIS DEER  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

MONICA GORDON  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

ANTHONY QUEZADA  
8th District

MAGGIE TREVOR  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

JOSINA MORITA  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK AGUILAR  
16th District

SEAN M. MORRISON  
17th District

Date: May 1, 2024

TO: Thomas Spear, Senior Contract Negotiator  
Office of Chief Procurement Officer

FROM: *Jeanetta Cardine*  
Jeanetta Cardine, Contract Compliance Deputy Director  
Office of Contract Compliance

RE: MBE/WBE Goal Recommendation  
Contract No: 2319-10271  
Maintenance and Repair of Cummins-Allison Money Counter Machines and  
Citizen Printers  
Estimated Value: \$22,603.52  
Term: One (1) Years Plus One (1) One (1) Year Extension Option  
Sole Source – Goods and Services  
Clerk of the Circuit Court

The Office of Contract Compliance is recommending a 0% MBE and 0% WBE participation goal for the above referenced sole source contract. Goal recommendations are based on information such as the Scope of Work, the Estimated Project Cost, the current availability of certified M/WBE's in the marketplace to provide the goods and/or services necessary to fulfill the contract requirements, and with the consultation of the User Agency depending on the nature of the scope.

Should you have any questions, please contact David Bowman, Contract Compliance Officer at 312-603-6998.

JC/db

cc: Priscilla R. Thomas (Clerk of the Circuit Court)

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- \_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- \_\_\_\_ 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 below and the Letter(s) of Intent – Form 2).

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

**NOTE: 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: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

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

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

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

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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

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THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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 (Prime Bidder/Proposer)\_\_\_\_\_  
Print Name\_\_\_\_\_  
Print Name\_\_\_\_\_  
Firm Name\_\_\_\_\_  
Firm Name\_\_\_\_\_  
Date\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 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.

☐

(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. **(Attach of copy written solicitations made)**

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☐

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

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

Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

EXHIBIT IV

EVIDENCE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> WTW Certificate Center<br><b>PHONE (A/C No. Ext):</b> 1-877-945-7378<br><b>FAX (A/C No):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificatas@wtwco.com                                                                                                                                                                                                                                                                                                                                                                                                       |                               |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|-------|------------|---------------------------|-------|------------|--------------------------------------------|-------|------------|----------------------------------------|-------|------------|---------------------------------------|-------|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Crane NXT, Co.<br>300 First Stamford Place<br>Suite 455<br>Stamford, CT 06902                                  | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER C:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER D:</td><td>Travelers Casualty and Surety Company</td><td>19038</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC# | INSURER A: | Phoenix Insurance Company | 25623 | INSURER B: | Travelers Property Casualty Company of Ame | 25674 | INSURER C: | The Charter Oak Fire Insurance Company | 25615 | INSURER D: | Travelers Casualty and Surety Company | 19038 | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | NAIC#                         |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |
| INSURER A:                                                                                                                       | Phoenix Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 25623                         |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |
| INSURER B:                                                                                                                       | Travelers Property Casualty Company of Ame                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 25674                         |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |
| INSURER C:                                                                                                                       | The Charter Oak Fire Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 25615                         |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |
| INSURER D:                                                                                                                       | Travelers Casualty and Surety Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 19038                         |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |
| INSURER E:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |
| INSURER F:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |  |       |            |                           |       |            |                                            |       |            |                                        |       |            |                                       |       |            |  |  |            |  |  |

**COVERAGES****CERTIFICATE NUMBER:** W34124823**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                   | ADDL SUBR<br>INSR WVD | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------|----------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>Deductible: \$25,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                     | Y             | HN 660 4Y279041 PHX24      | 07/01/2024 07/01/2025      | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                        | Y                     |               | HC2J CAP 1J669039 TIL 24   | 07/01/2024 07/01/2025      | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                      |                       |               | CUP 1J669027 24 I3         | 07/01/2024 07/01/2025      | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000                                                                                                                                                                                    |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                       | N/A                   |               | UB 4Y710972 24 I3 K        | 07/01/2024 07/01/2025      | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                   |
| D        | <b>Workers Compensation and Employers Liability</b><br>Per Statute                                                                                                                                                                                                                                                                  |                       |               | UB 4Y698561 24 I3 R        | 07/01/2024 07/01/2025      | E.L. EACH ACCIDENT \$2,000,000<br>E.L. DISEASE - EA EMP \$2,000,000<br>E.L. DISEASE - POLICY \$2,000,000                                                                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds include:

Crane NXT, Co., Crane & Co, Inc., Cummins Allison Corp, Cummins Illinois, Inc., Cummins-Allison Limited, Cummins-Allison Investment Co., Crane Currency US, LLC, Crane Security Technologies, Inc., Visual Physics, LLC, MEI Conlux Holdings (US), Inc., Crane Payment Innovations, Inc., Crane Merchandising System Division, Ardac Inc., MEI Australia LLC

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                              |                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cook County Office of the Chief Procurement Officer</b><br>118 N. Clark St., Rm 1018<br>Chicago, IL 60602 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br><br><i>Patricia A. Jony</i> |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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SR ID: 26082942

BATCH: 3521034



## ADDITIONAL REMARKS SCHEDULE

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|                                                |                         |                                                                                                |
|------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------|
| AGENCY<br>Willis Towers Watson Northeast, Inc. |                         | NAMED INSURED<br>Crane NXT, Co.<br>300 First Stamford Place<br>Suite 455<br>Stamford, CT 06902 |
| POLICY NUMBER<br>See Page 1                    |                         |                                                                                                |
| CARRIER<br>See Page 1                          | NAIC CODE<br>See Page 1 | EFFECTIVE DATE: See Page 1                                                                     |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cook County, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

General Liability and Automobile Liability policies evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

A Waiver of Subrogation is granted in favor of Cook County, its officials, employees and agents in accordance with the policy provisions of the General Liability policy.

Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

EXHIBIT V

ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**

**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Maintenance and Repair of Cummins-Allison Money Counter Machines and Citizens Printers

EXHIBIT VI

COOK COUNTY TRAVEL POLICY



## COOK COUNTY BUREAU OF FINANCE

### **POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY**

**Applicable Forms may be found at:**

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

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## **I. GENERAL PROVISIONS**

### **A. Overview**

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.<sup>1</sup> This policy sets forth the business and travel expense reimbursement policy for the County of Cook (“County”), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

### **B. Purpose**

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.

### **C. Intent**

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See Related Policies* below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. *See Related Policies*. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

### **D. Severability**

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

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<sup>1</sup> See Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.



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#### **E. Jurisdiction**

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services (“Budget”) and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

#### **F. Areas Affected**

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System (“CCH”), Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority (“Land Bank Authority”), and the Public Administrator (hereinafter, “Agencies” or “Agency”) who incur Necessary Business Expenses while conducting official business on behalf of the County.

#### **G. Nondiscrimination**

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

#### **H. Definitions**

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

*Affidavit for Lost Receipts* means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts or other proof of expense and payment is not available due to being lost or stolen.



## COOK COUNTY BUREAU OF FINANCE

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*Agency or Agencies* means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System, Cook County State's Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, and the Public Administrator.

*Alternative Worksite* means an employee's work location other than the County employee's Official Worksite. This definition may include an Employee or Official's residence when telecommuting or may include the location of a field assignment or 3<sup>rd</sup> party meeting in certain circumstances.

*Appropriate Authorizing Party (or designee)* means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

*Appropriated Funds or Funding* means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

*Business and/or Travel Expense Reimbursement Form* means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

*Common carrier* means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

*Commuting* means travel between the Official's or Employee's residence and the Official's or Employee's Official Worksite.

*County* means Cook County.

*County vehicle* means travel by pool fleet or similar.

*Employee* means an individual employed by an Agency.



## COOK COUNTY BUREAU OF FINANCE

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*Local travel* means travel within a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

*Necessary Business Expenses* mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can't be procured under the County's Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee's or Official's own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County's negligence.

*Non-local travel* means travel in excess of a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

*Personal leased vehicle* means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County's fleet.

*Personally owned or Personal vehicle* means travel by a vehicle that is personally owned by the Employee, Official, or similar.

*Official Worksite* means the worksite to which the Official or Employee is typically assigned.

*Pre-Authorization Form* means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.

*Public transportation* means local travel by CTA, Pace, Metra, or similar.

*Rental Car* means travel by vehicle hired from a car rental agency for a short period of time during Non-local official County business.

*Requester* means the Employee or Official seeking reimbursement.

*Ride share or ride sharing* means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

*Transportation Expense Voucher* means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.



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#### **I. Responsibilities of Employees, Management, and County Officials**

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller's Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller's Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County's Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County's Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with "prohibited political activity," as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these



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obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

#### **J. Policy and Procedures**

- 1. General.* The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department's budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, <https://www.gsa.gov/travel-resources>. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.
  - (a) *Appropriated Funding.* Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department's annual appropriation.
  - (b) *Grant requirements.* Expenditures connected to and/or funded by a grant (or contract) shall be made in accordance with the grantor's requirements, and reimbursement will be made at the rate specified by the grant (or contract), or if no specified rate, at the County's rate defined by this policy.
  - (c) *Appropriate Authorizing Party.* Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization to the Requester's:



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- (1) Department Head, if requested by an Employee within the Department Head's Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;
- (2) Bureau Chief, if requested by a Department Head;
- (3) Chief of Staff, if requested by a Bureau Chief;
- (4) Employing Official, if requested by a Chief of Staff or
- (5) Where there is no person in a higher-level position within the Requester's organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency's Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

**Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency's appropriated annual budget prior to approving the Pre-Authorization Form.**

- (d) *Tax Exempt Status.* Expenditures must exclude sales tax to the extent permitted under law. Tax exempt certificates may be requested in advance of expenditures through the Office of the Chief Procurement Officer by emailing [taxexemptrequest@cookcountyil.gov](mailto:taxexemptrequest@cookcountyil.gov). Use of vendors who will not accept tax exempt certificates are prohibited absent exigent circumstances.

## II. INELIGIBLE EXPENSES

The following expenses are **not** Necessary Business Expenses and shall **not** be reimbursed under this policy:



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- A. Expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;
- B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;
- C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;
- D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.
- E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;
- F. Expenses for personal meals or other food or drink items while remaining local and not traveling out of the County on official business;
- G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;
- H. Lost or stolen cash or personal property;
- I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion



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expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

- J. Personal calls;
- K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;
- L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc), and/or recreational activities;
- M. Alcoholic beverages, tobacco products or controlled substances;
- N. Food, except as permitted pursuant to Sections III.A. and III.B. below;
- O. Supplies for office events;
- P. Sponsorships or donations;
- Q. Kitchen textiles (e.g. napkins, cups, utensils, etc.);
- R. Appliances (e.g. microwaves, refrigerators, toasters);
- S. Sporting goods;
- T. Flowers, gift cards, and gifts, or similar types of costs;
- U. Credit card or other late fees due to the Employee's or Official's actions;
- V. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance



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not within the Employee's or Official's own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

- W. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;
- X. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;
- Y. Flight insurance or other supplemental travel insurance;
- Z. Guest travel costs and expenses;
- AA. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;
- BB. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);
- CC. Upgrades, including but not limited to, special "club" floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,
- DD. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

### III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

#### A. Food Supplies

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances.

- I. Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the objectives of the event is permissible.



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2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.
3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible.
4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has been determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Employee morale events may be hosted occasionally and the cost of any such event is limited to \$20 per person.
5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible.

#### **B. Registration Fees**

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.

#### **C. Professional Licensing Fees and Certifications**

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee's position may be



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reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

#### **D. Travel Expenses**

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County's best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc.

- I.* Types of Travel that are Eligible for Reimbursement. The County recognizes the following activities as appropriate travel purposes for official County business:
  - (a) Delivery of legislative testimony or address legislative agenda;
  - (b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;
  - (c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;
  - (d) Financial or tax audit;
  - (e) Site visit or operational evaluation related to Agency improvement efforts;
  - (f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.
  - (g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and



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- (h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee's or Official's professional development. Agencies should attempt to limit the number of attendees by event.
- 2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).
- 3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.
- 4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.
- 5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
  - (a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.
  - (b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the metered fare, whichever amount is greater.
  - (c) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related



## COOK COUNTY BUREAU OF FINANCE

### POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

**Applicable Forms may be found at:**

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

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transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the County's Transportation Expense Voucher System (TEVS) to prepare a mileage reimbursement voucher which can be found at (<https://apps.cookcountyil.gov/voucher/public/>). The voucher shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

- i. Normal commuting to and from the Employee's or Official's Personal residence and their Official Worksite or an Agency pre-approved Alternative Worksite is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess of their normal commute.
- ii. When approved Local Travel is required during the workday, the Employee or Official is entitled to reimbursement for the mileage to and from the Official Worksite or Alternative Worksite and the site(s) visited. Only the most direct route mileage (mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed in the mileage calculator) from the Official Worksite where applicable to the site(s) visited and back to the Official Worksite will be reimbursed.
- iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
- iv. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle and submit a copy of these insurance policies to the appropriate personnel within



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their department. The Employee or Official's personal insurance is primary in the event of an accident.

6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
  - (a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the mileage calculator in the Transportation Expense Voucher System (TEVS), which shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.
    - i. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
    - ii. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination.
    - iii. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.
  - (b) *Travel by Rental Car*. Travel by Rental Car is limited to Non-local travel requiring an overnight stay and must be supported by an itemized receipt which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily



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rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

- (c) *Travel by Common Carrier.* Travel by common carrier is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee's or Official's agenda.
- (d) *International travel.* All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee's and Official's shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Business and/or Travel Expense Reimbursement Form. Official documentation of the exchange rate(s) applied to the expenses incurred, published at <https://www1.oanda.com/currency/converter/> must accompany all receipts.
- (e) *Meal and incidental expense reimbursement.* Meal and incidental expense reimbursements are limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the date, time, location of the purchase, and detail every individual item included on the bill. Examples of reimbursable incidental expenses may include necessary internet connection fees or cellular phone charges related to official business. Employee's and Official's will receive the lesser of the actual costs or the current federal travel allowance for meals and incidental expenses, including taxes and gratuity, which is capped at no more than 20% of cost of meal, published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Gratuity for baggage handling is reimbursable so long as the cost is reasonable and does not exceed \$5.00 per handling. Reimbursement for meals and incidental



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expenses shall be limited to the expenses incurred during the time spent traveling for County business. 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days.

- (f) *Lodging reimbursement.* Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the increased rate is approved by the Appropriate Authorizing Party.
- (g) *Reimbursement for taxi or ride share.* When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the ride - whichever amount is greater.

- E. **Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code.** On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology's Concurrence Process or other similarly applicable policy.
- F. **Miscellaneous.** Any other Necessary Business Expense or loss incurred within the Official's or Employee's scope of employment or related to telecommuting and directly related to services



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performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

#### IV. PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT

- A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.
- B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

##### 1. Eligible Necessary Business Expenses other than travel.

The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:

- i. the details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;
- ii. the reason and purpose of the purchase or expense; and



## COOK COUNTY BUREAU OF FINANCE

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iii. why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

(a) To request Local or Non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

(b) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.

C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. the expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;
2. the Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and
3. Appropriate Funding is available to pay for the expense.

In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County's behalf and will not be entitled to reimbursement under this policy.



## COOK COUNTY BUREAU OF FINANCE

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#### D. Submission of Reimbursement Requests, Review and Approval.

1. All requests seeking reimbursement, with the appropriate supporting documentation and Business and/or Travel Expense Reimbursement Form, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Business and/or Travel Expense Reimbursement Form, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.
2. Submission of the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party shall also include:
  - (a) A copy of the approved Pre-Authorization Form;
  - (b) Copies of itemized receipts for all expenses; and
  - (c) If a receipt is lost or does not exist, the Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request.
3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department's assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.
4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with



## COOK COUNTY BUREAU OF FINANCE

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this Policy. If approved, Budget will submit the reimbursement request to the Comptroller's Office for payment and copy the Appropriate Authorizing Party regarding the payment request. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.

5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

#### **E. Resources**

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).

#### **F. Related Policies**

- The Cook County Procurement Code
- The County's Vehicle Collision Policy
- The County's Fuel Use Policy
- The County's AVL GPS Policy
- The County's Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County's Ethics Ordinance

#### **G. Non-Compliance**

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.

EXHIBIT VII

ECONOMIC DISCLOSURE STATEMENT ("EDS")

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

| <b>Section</b> | <b>Description</b>                                                                                                                                 | <b>Pages</b> |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
|                |                                                                                                                                                    |              |
| 1              | Instructions for Completion of EDS                                                                                                                 | EDS i - ii   |
| 2              | Certifications                                                                                                                                     | EDS 1– 2     |
| 3              | Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form | EDS 3 – 12   |
| 4              | Cook County Affidavit for Wage Theft Ordinance                                                                                                     | EDS 13-14    |
| 5              | Contract and EDS Execution Page                                                                                                                    | EDS 15       |
| 6              | Cook County Signature Page                                                                                                                         | EDS 16       |

**SECTION 1**  
**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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement.** Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**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 APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

| Name  | Address |
|-------|---------|
| None. |         |
|       |         |
|       |         |

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes: ☒ No: ☐

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

852 Feehanville Drive Mt. Prospect, IL 60056

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

Yes: ☒ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 03-35-102-024-0000, 03-35-104-050-0000, 03-35-102-025-0000  
03-35-102-026-0000, 03-35-102-019-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant 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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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.

"Person" "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. A Person 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 Cummins Allison, A CPI Brand

D/B/A: Cummins-Allison Corp.

FEIN # Only: 35-0145140

Street Address: 852 Feehanville Drive

City: Mt. Prospect

State: IL

Zip Code: 60056

Phone No.: 847 299 9550

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**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 Person 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 |
|------|---------|-----------------------------------------|
| None |         |                                         |
|      |         |                                         |
|      |         |                                         |

2. If the interest of any Person 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 |
|-----------------------|-------------------|---------------------|
| None                  |                   |                     |
|                       |                   |                     |
|                       |                   |                     |

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, and the relationship under which such control is being or may be exercised.

| Name                            | Address                                            | Percentage of Beneficial Interest | Relationship   |
|---------------------------------|----------------------------------------------------|-----------------------------------|----------------|
| Crane Payment Innovations, Inc. | 3222 Phoenixville Pike, Ste 200, Malvern, PA 19355 | %100                              | Parent Company |
|                                 |                                                    |                                   |                |
|                                 |                                                    |                                   |                |

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

| Name                | Address                          | Title (specify title of Office, or whether manager or partner/joint venture) | Term of Office        |
|---------------------|----------------------------------|------------------------------------------------------------------------------|-----------------------|
| Kurt Gallo          | 3222 Phoenixville Pike - Ste 200 | Malvern, PA 13955                                                            | President 2023 -      |
| Paul Igoe           | 3222 Phoenixville Pike - Ste 200 | Malvern, PA 13955                                                            | VP & Secretary 2023 - |
| Gene Eskilsden Igoe | 3222 Phoenixville Pike - Ste 200 | Malvern, PA 13955                                                            | VP & Treasurer 2023 - |

**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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Joseph D Moore  
Name of Authorized Applicant/Holder Representative (please print or type)

CFO  
Title

1/30/24  
Date

610-430-2700  
Phone Number

[Signature]  
Signature  
Contracts@Cranepi.com  
E-mail address

Subscribed to and sworn before me  
this 30 day of Jan, 2024

My commission expires: November 29, 2027

x Carolyn I. Gerlach  
Notary Public Signature

CG Gerlach  
Notary Seal

Commonwealth of Pennsylvania - Notary Seal  
Carolyn I. Gerlach, Notary Public  
Chester County  
My commission expires November 29, 2027  
Commission number 1285792  
Member, Pennsylvania Association of Notaries

## 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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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.

"Person" "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. A Person 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 Crane Payment Innovations, Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 22-2854526

Street Address: 3222 Phoenixville Pike Suite 200

City: Malvern State: PA Zip Code: 19355

Phone No.: 610 430 2700 Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**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 Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name | Address | Percentage Interest in Applicant/Holder |
|------|---------|-----------------------------------------|
| N/A  |         |                                         |
|      |         |                                         |
|      |         |                                         |

2. If the interest of any Person 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, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
| N/A  |         |                                   |              |
|      |         |                                   |              |
|      |         |                                   |              |

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

| Name                   | Address | Title (specify title of Office, or whether manager or partner/joint venture) | Term of Office |
|------------------------|---------|------------------------------------------------------------------------------|----------------|
| See Attachment Page 74 |         |                                                                              |                |
|                        |         |                                                                              |                |
|                        |         |                                                                              |                |

**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.

## Moyer, Richard

---

**From:** Moyer, Richard  
**Sent:** Wednesday, June 5, 2024 12:17 PM  
**To:** Moyer, Richard  
**Subject:** Officers 6/5/2024

Address is 3222 Phoenixville Pike, Suite 200, Malvern, PA 19355

Crane doesn't give a Term of Office.

| Name                 | Title                                        | Title Role |
|----------------------|----------------------------------------------|------------|
| Alladeen, Nasrudeen  | Assistant Treasurer & Assistant Secretary    | Officer    |
| Bensussen, Justine   | Assistant Secretary                          | Officer    |
|                      |                                              |            |
| Eskildsen, Eugene J. | Vice President, Treasurer                    | Officer    |
|                      |                                              |            |
| Gallo, Kurt F.       | President                                    | Officer    |
| Igoe, Paul G.        | Vice President & Secretary                   | Officer    |
| Michael, Matthew D.  | Assistant Secretary                          | Officer    |
| Morgan, Marlon       | Director, Financial Reporting and Compliance | Officer    |
| Ogbuehi, Uba         | Assistant Treasurer and Assistant Secretary  | Officer    |
| Rosier, Richard M.   | Assistant Secretary                          | Officer    |
|                      |                                              |            |
| Shardelow, Bianca B. | Vice President                               | Officer    |
| Ulhaq, Ehsan         | Vice President, Tax                          | Officer    |



**Richard Moyer**  
Contract Analyst

**CPI | Crane Payment Innovations**  
3222 Phoenixville Pike, Suite 200  
Malvern, PA 19355  
**Office:** +1.610.430.2745  
**Mobile:** +1.610.213.5313  
**Email:** [rich.moyer@CranePI.com](mailto:rich.moyer@CranePI.com)  
**Website:** [www.CranePI.com](http://www.CranePI.com)

CashCode | Conlux | Crane | Cummins Allison | MEI | Microtronic | Money Controls | NRI | Telequip

**NOTE:** This e-mail message and any attachments are intended only for the above named recipient(s) and may contain information that is confidential and/or proprietary. If you have received this message in error or are not the named recipient(s), please immediately notify the sender and delete this e-mail message. Any unauthorized use of the information conveyed herein by any unintended recipient is unlawful and such users will be held accountable by the sender.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Joseph D Moore  
Name of Authorized Applicant/Holder Representative (please print or type)

CFO  
Title

[Signature]  
Signature

1/30/24  
Date

Contracts@Cranepi.com  
E-mail address

610-430-2700  
Phone Number

Subscribed to and sworn before me  
this 30 day of Jan 2024

My commission expires: November 29, 2027

x Carolyn I. Gerlach  
Notary Public Signature

CG Gerlach  
Notary Seal

Commonwealth of Pennsylvania - Notary Seal  
Carolyn I. Gerlach, Notary Public  
Chester County  
My commission expires November 29, 2027  
Commission number 1265792  
Member, Pennsylvania Association of Notaries



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |                                          |                                       |
|----------------------------------|------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Cummins-Allison Corp.

Address of Person Doing Business with the County: 852 Feehanville Drive - Mt Prospect, IL 60056

Phone number of Person Doing Business with the County: (847) 299-9550

Email address of Person Doing Business with the County: dhruva.mandal@cranepi.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Dhruva Mandal VP-GM, 852 Feehanville Drive, Mt. Prospect, IL 60056

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2319-10271

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 22,603.52

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Thomas Spear Sr Contract Negotiator, OCPO, Thomas.Spear@cookcountyil.gov 312-603-7375

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Priscilla Thomas, Procurement Analyst, Clerk of the Cook County Circuit Court

312-603-5863 Priscilla.Thomas@cookcountycourt.com

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- ☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

| Name of Individual Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|---------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|
| N/A                                               |                                                                                |                                                                                              |                                  |
|                                                   |                                                                                |                                                                                              |                                  |
|                                                   |                                                                                |                                                                                              |                                  |

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

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

| Name of Member of Board of Director for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|
| N/A                                                                                    |                                                                                |                                                                                              |                                  |
|                                                                                        |                                                                                |                                                                                              |                                  |
|                                                                                        |                                                                                |                                                                                              |                                  |

| Name of Officer for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|
| N/A                                                                |                                                                                |                                                                                              |                                  |
|                                                                    |                                                                                |                                                                                              |                                  |
|                                                                    |                                                                                |                                                                                              |                                  |

| Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|

N/A

| Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|

N/A

| Name of Employee of Business Entity Directly Engaged in Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|

N/A

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

1/30/24

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

**I. Contract Information:**

Contract Number: 2319-10271

County Using Agency (requesting Procurement): Clerk of the Circuit Court

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Cummins-Allison, A CPI Brand dba Cummins- Allison Corp.

Substantial Owner Complete Name: Crane Payment Innovations, Inc.

FEIN# 35-0145140

Date of Birth: \_\_\_\_\_ E-mail address: dhruva.mandal@cranepi.com

Street Address: 852 Feehanville Drive

City: Mount Prospect State: IL Zip: 60056

Home Phone: (610) 430 - 2607

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*

No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature] Date: 1/30/24

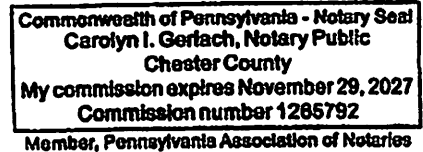
Name of Person signing (Print): Joseph D Moore Title: CFO

Subscribed and sworn to before me this 30 day of January, 2024

x Carolyn I. Gerlach  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

**I. Contract Information:**

Contract Number: 2319-10271

County Using Agency (requesting Procurement): CCCO

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Crane Payment Innovations, Inc.

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 22-2854526

Date of Birth: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Street Address: 3222 Phoenixville Pike Suite 200

City: Malvern State: PA Zip: 19355

Home Phone: (610) 430 - 2700

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

|    |                                                                                                    |                  |
|----|----------------------------------------------------------------------------------------------------|------------------|
| No | <i>Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,</i>                           | <b>YES or NO</b> |
| No | <i>Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,</i>                                          | <b>YES or NO</b> |
| No | <i>Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,</i>          | <b>YES or NO</b> |
| No | <i>Employee Classification Act, 820 ILCS 185/1 et seq.,</i>                                        | <b>YES or NO</b> |
| No | <i>Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,</i>                                   | <b>YES or NO</b> |
| No | <i>Any comparable state statute or regulation of any state, which governs the payment of wages</i> | <b>YES or NO</b> |

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature] Date: 1/30/24

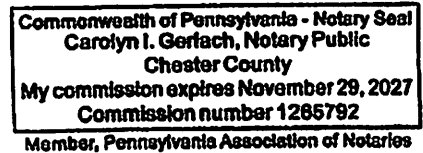
Name of Person signing (Print): Joseph D Moore Title: CFO

Subscribed and sworn to before me this 30 day of January, 2024

x Carolyn I. Gerlach  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

CUMMINS-ALLISON CORP.  
Corporation's Name  
610-430-2700  
Telephone  
ASHUTANDON  
Secretary Signature  
KURT F. GALLO  
President's Printed Name and Signature  
CONTRACTS @ CRANEAT.COM  
Email  
6/12/2024  
Date

Execution by LLC

\_\_\_\_\_  
LLC Name  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
\*Member/Manager Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Assumed Name (if applicable)  
\_\_\_\_\_  
Telephone and Email

Subscribed and sworn to before me this  
12 day of June, 2024.

Tamara F. Swavely  
Notary Public Signature

My commission expires: 8/10/24

Notary Seal

Commonwealth of Pennsylvania - Notary Seal  
Tamara F. Swavely, Notary Public  
Chester County  
My commission expires August 10, 2024  
Commission number 1209224  
Member, Pennsylvania Association of Notaries

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages

Commonwealth of Pennsylvania - Notary Seal  
Tamara F. Swavely, Notary Public  
Chester County  
My commission expires August 10, 2028  
Commission number 1209224  
Member, Pennsylvania Association of Notaries

SECTION 6  
COOK COUNTY SIGNATURE PAGE

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

Raffi  
Sarrafian

Digitally signed by Raffi  
Sarrafian  
Date: 2024.08.26  
17:01:56 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A  
Assistant State's Attorney  
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2319-10271  
Contract #

June 1, 2024 through May 31, 2025  
Original Contract Term

One (1), One-year Renewal  
Renewal Options (If Applicable)

\$22,603.52  
Contract Amount

N/A  
Cook County Board Approval Date (If Applicable)