

PROFESSIONAL SERVICES AGREEMENT

PRINTING AND MAILING SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY TREASURER'S OFFICE

AND

SEBIS DIRECT, INC.

CONTRACT NO. 1830-17406

(PURCHASE ORDER NO. 70000154418)

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	3
ARTICLE 1) INCORPORATION OF BACKGROUND	3
ARTICLE 2) DEFINITIONS.....	3
a) Definitions	3
b) Interpretation	4
c) Incorporation of Exhibits	4
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT	5
a) Scope of Services	5
b) Deliverables	5
c) Standard of Performance.....	6
d) Personnel	6
e) Minority and Women Owned Business Enterprises Commitment	7
f) Insurance	7
g) Indemnification	10
h) Confidentiality and Ownership of Documents	10
i) Patents, Copyrights and Licenses	11
j) Examination of Records and Audits	11
k) Subcontracting or Assignment of Contract or Contract Funds	12
ARTICLE 4) TERM OF PERFORMANCE.....	14
a) Term of Performance	14
b) Timeliness of Performance	14
c) Agreement Extension Option.....	14
ARTICLE 5) COMPENSATION	14
a) Basis of Payment.....	14
b) Method of Payment.....	15
c) Funding	16
d) Non-Appropriation.....	16
e) Taxes	16
f) Price Reduction.....	16
g) Consultant Credits.....	16
ARTICLE 6) DISPUTES.....	17
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE ...	17
WITH ALL LAWS	17
ARTICLE 8) SPECIAL CONDITIONS.....	17
a) Warranties and Representations.....	17
b) Ethics	18
c) Joint and Several Liability	19
d) Business Documents	19
e) Conflicts of Interest.....	19
f) Non-Liability of Public Officials	20
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION	

AND RIGHT TO OFFSET	20
a) Events of Default Defined	20
b) Remedies	21
c) Early Termination	23
d) Suspension	23
e) Right to Offset.....	24
f) Delays	24
g) Prepaid Fees	24
ARTICLE 10) GENERAL CONDITIONS	24
a) Entire Agreement	25
b) Counterparts	26
c) Contract Amendments	26
d) Governing Law and Jurisdiction.....	26
e) Severability	26
f) Assigns	27
g) Cooperation	27
h) Waiver	27
i) Independent Consultant	27
j) Governmental Joint Purchasing Agreement	28
ARTICLE 11) NOTICES.....	29
ARTICLE 12) AUTHORITY	29

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization Approval
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program
Exhibit 8	MB Real Estate Insurance Requirements and Request for Dock Access Form
Exhibit 9	Economic Disclosure Statement and Execution Document Forms

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Sebis Direct Inc., doing business as a(an) S Corporation in the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on June 18, 2020, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Printing and Mailing Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization Approval
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program
Exhibit 8	MB Real Estate Insurance Requirements and Request for Dock Access Form
Exhibit 9	Economic Disclosure Statement and Execution Document Forms

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify

Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

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

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

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All

Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess 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:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 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:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Contractor 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 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: \$2,000,000

(e) **Professional / Technology Errors and Omissions Liability**

Contractor shall secure Professional/Technology Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. Coverage shall also include third party claims and losses arising from network security risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved. This insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000. Subcontractors performing professional/technology services for the Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the additional insured requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed by the Illinois Department of Insurance or eligible to transact insurance in the 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 approval 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.

(c) **Insurance Notices**

Contractor 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. Contractor 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 Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement 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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

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

g) Indemnification

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and

shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

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

Consultant agrees to hold harmless and indemnify the County, its officers, 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 provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider,

including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on July 1, 2020 ("**Effective Date**") and continue until June 30, 2025 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, 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 Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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 Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant 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 Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant 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 Consultant with all of the documents and information required of the Consultant. The Consultant 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 Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant 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 her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant 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.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, 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.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform

the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

- i i) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- i i i) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- i v) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- v i) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- v i i) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime

Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the

preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable

control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement,

and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or

completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) 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 this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering

any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to 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 Consultant. 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 supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/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.

l) Force Majeure

Neither Consultant 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.

ARTICLE 11) NOTICES

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

If to the County: Cook County Treasurer's Office
118 N. Clark St., Room 212
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Sebis Direct Inc.
Attention: David Brady
6516 W 74th St., Bedford Park, IL 60638

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

2.1 Scope of Services-General Requirements applicable for all items 2.4.1 through 2.4.6

Sebis Direct must provide a detailed plan how they intend to meet or exceed the requirements for each mailing.. *The Proposal response will not be included in the Statement of Work. You'll need to directly add those items/text to the SOW.*

The following plan defines processes performed on document / Input data from the Cook County Treasurer's Office. Each of the CCTO document types will proceed through each of the following steps. This plan will provide a compliant and secure process that will meet and exceed each of the CCTO's requirements.

Files Received – An automated "listener" process at Sebis Direct detects the presence of transmitted files then moves these files off of the FTP services inside to a production server and starts the process. This fully automated process starts within minutes of the arrival of the files.

Decryption and Parsing – The input file object is read and decrypted (as required) using an approved security method.

Document Processing – CCTO data is transformed into an XML format suitable for any and all delivery channels and imaging methodologies. Any and all defined business rules are applied to the documents and data. Data is then transformed into actual document images.

Segmentation – Documents are routed to proper delivery and transmissions segments.

Segments include electronic transmission, faxing, boxing and shipping, returning to the client, etc.

Processing NCOA ^{Link} – The United States Post Office requires that all first class automated rate mail complies with the move-update requirement. The requirement states that to be eligible for the automation mailing rates, the subject mailing addresses must be recent (within 6 months old) or be processed by one of several U.S.P.S. approved methods of updating the addresses.

Mailstream Processing – Based on the class of mail, the process correctly sorts files to the finest and the lowest cost level possible, in accordance with United States Postal Service (USPS) standards. The mailing is reordered to comply with presort automation rate requirements. This process also generates a series of reports such as the mailing statement and mail audit trail report required by the U.S.P.S. All of these reports are available online to CCTO. Sebis is a full service IMb provider.

Full Service Intelligent Mail Barcode (IMb) - Sebis Document-Direct is a full service IMb service provider. This is also known as Intelligent Mail. Intelligent Mail complies with a number of new USPS services and includes the new Intelligent Mail barcode. The Intelligent Mail barcode for mailpieces holds significantly more data and includes additional fields that can allow The CCTO to uniquely identify each mailpiece in a mailing. Intelligent Mail barcodes facilitate feedback about the mailpiece, handling units and containers, and allows for USPS service performance measurement, making it possible to use the mail in a much smarter, more efficient manner. An example of this is Start-the-clock information to notify mailers when the Postal Service takes possession of mailings. The CCTO will be able to track mail delivery performance using the on-line Access-Direct system.

Automated Constraint Checking – Production processes are approved by both the use of automated constraint checking and client approvals. This includes document counts, document dates, dollar values, similarity to previous runs, etc. The following is a list of typical constraint checks:

- Processing control totals are reconciled with input control totals, if provided.

- Control totals are automatically checked for reasonableness.

- Document dates are checked for reasonableness.

- Processing is checked for similarity to previous runs.

- Postal discount results are checked for reasonableness.

Constraint violations stand out both in emails and on-line.

Document Images – Bills will be printed accurately and to the exact specifications and content rules provided by the CCTO. Simplex and duplex black and color images produced on the Screen TruePress Jet520 with dynamic perforation. In addition, billing documents are rendered with the following process and production security features:

- Set sequence number

Intelligent Mail Barcode (IMb) to improve postal processing

Manifest keyline (if required). This is used by both Sebis and the U.S.P.S. to audit the accuracy of a mailing.

1D or 2D barcodes for production and assembly scanning.

Forms- Sebis to print all bills and correspondence documents on 60# DOMTAR digital opaque or equivalent paper.

Envelopes – Specific envelopes as required by each CCTO mailing.

Assembly – Fold and insert bills and notices with correct envelopes and inserts. The most secure 2D barcoding schemes are used to protect the integrity of each document.

Approval - Jobs / Runs can be manually approved or automatically approved.

On-Line Controls – Access Direct – Sebis Direct will provide the CCTO with the on-line command and control system.

[Production Dashboard](#) – CCTO can view the progress of all production activity from a single point using the activity dashboard. Clicking on any of the links provides detail of the production activity.

[Access to Postage Balances and Reports](#) – On-line history of all postage used during the contract period as illustrated in the proposal.

[Access to Form and Stock Inventory](#) – On-line history of all forms and stock items used during the contract period as illustrated in the proposal.

[Access to all Production Process Information](#) – At the conclusion of each run of a production process, the process results are emailed to the client. The client may examine all metrics such as bill date, quantity of bills, marketing messages, sum of amounts, etc.

[Automated Noticing of Delivery Events](#) – At the completion of any mailing, notification emails are sent. The email contains a link allowing the user to examine the mailing in greater detail. Agents may examine many metrics such as the results that were approved, mailing timestamp, mailing quantities, postal statements and postage costs.

[Access to Postage Documents](#) – CCTO may examine the CASS results, U.S.P.S. mailing statements, U.S.P.S. Audit forms and manifests and all other postage documentation.

[Tracking of Individual Documents](#) – A CCTO Agent can enter a variety of criteria such as id number, document codes, or even a name. Access-Direct will provide a history of each mailing and document type that was generated for that search criteria. This feature can be very valuable to audit the application against internal information and attest that the application is providing the correct documents to recipients.

[Summary Reports of Activity](#) – CCTO Agent Users can select runs over any period of time, a month for example and get a summary of production activity over that period. Examine the number of each type of document and total counts over any period of time.

[Secure Web Access](#) – All CCTO application access is over secure encrypted connections. It is also possible to restrict access to those locations with approved Internet gateway addresses. In other words, a Stakeholder with proper authorization would only be allowed access while at work and not when at home or any other location. All of the above features are available 24/7. All access is username and password protected. Web servers use SSL with Verisign public/private keys. All document access is recorded. The CCTO has two (2) primary tax collections: The First Installment tax collection, which occurs in February of each year, and the Second Installment tax collection, which occurs in July of each year (subject to change). In addition to the primary collection tax bills, the CCTO also mails other delinquent tax bills and notices throughout the year.

Sebis Direct has the capability to receive data files conforming to CCTO's existing formats (common flat file types), as well as the ability to print, fold, insert, and mail all CCTO tax bills, notices, letters, and certified mailings. Sebis Direct must also have the capability to process additional printing and mailing jobs as required by State of Illinois statutes or Cook County ordinance changes, or according to the needs of the Treasurer's Office, such as the State of the Office report.. Sebis Direct is expected to meet all printing and mailing requirements set by CCTO in this contract.

CCTO is seeking a Contractor shall fulfill all of its printing, imaging, folding and inserting, and mailing needs connected to collection of Cook County property taxes (month activity usually takes place, but subject to change):

1. Printing and Mailing of 1st Installment Prepayment Tax Bills (December)

2. Printing and Mailing of 1st Installment Tax Bills (January)
3. Printing and Mailing of 1st Installment Specialty Tax Bills (January)
4. Printing and Mailing of 1st Installment Delinquency Tax Bills (March/April)
5. Printing and Mailing of 2nd Installment Tax Bills (June)
6. Printing and Mailing of 2nd Installment Specialty Tax Bills (June)
7. Printing and Mailing of Tax Sale Sold Letters (June)
8. Printing and Mailing of 2nd Installment Delinquency Tax Bills (August/September/October/November/December)
9. Printing and Mailing of Annual Certified Property Tax Bills (February)
10. Other Miscellaneous Print Jobs (throughout the year)

Sebis Direct will be responsible for and agree to furnish all labor, materials, equipment, quality control procedures, secure facilities, and supervision required for completion in an exceptional and proficient manner. Sebis Direct shall furnish facilities, tools, equipment and resources necessary to efficiently and promptly carry out the requirements of this solicitation.

2.2 Printing Requirements applicable for all items 2.4.1 through 2.4.6:

2.2.1 Quality: Every tax bill and notice will be printed and mailed with the highest level of quality and security. Sebis Direct shall implement safeguards and checks, such as Sebis Automated Document Factory (ADF) methodology, to avoid double notices, incorrect addresses, improper dates and other erroneous data. Any submitted job not presentable, as determined by the CCTO, or having incorrect information, not supplied by the CCTO, will be reprinted and mailed at Sebis Direct's expense.

The CCTO reserves the right to inspect printing services for quality and compliance during the contract period. Sebis Direct shall provide a PDF file (at no additional charge) or other on-line and in-person methods to authorized CCTO users to view and print prepared bills for validation prior to mailing.

Sebis Direct will need to provide validation that a complete mailing was produced, free from any duplicates and missing tax bills. Validation reports, i.e. through each mailing's weighing or list of skids, will be provided to CCTO. CCTO will also independently verify mailing is complete before being dropped with the USPS. All mailing certification documents must be emailed or provided through secured transmission to CCTO after the completion of each job.

Defects will be tracked and redone, providing a report to CCTO of all reprints, and mailed along with original mailing. CCTO reserves the right to inspect individual tax bills during the production process, and the Sebis Direct must make facilities available to CCTO staff during the entire production period, including facilities to set up testing stations with internet access.

2.2.2 Job Tracking and Reporting: Sebis Direct shall have automated systems and software in place for end-to-end piece level tracking for all print jobs whenever requested. Sebis Direct will need to be able to provide ad-hoc and requested reporting as needed.

2.2.3 Facilities Security Controls: Sebis Direct must demonstrate that they possess facilities security controls that are designed to deny unauthorized access to facilities, equipment, and CCTO supplies and finished documents. In addition, facilities must have fire and flood protection procedures and warning systems to ensure the safety and security of both staff and CCTO supplies and documents.

2.2.4 Data Security Controls: The data, or any portion of, provided to Sebis Direct is for the sole purpose of printing the notices or tax bills and may not be used for any other purpose or sold by Sebis Direct. Cook County requires both network and physical security of information as described below.

The CCTO's information, statements and documents are to be made available only to Sebis Direct and parties approved by the CCTO. Sebis Direct must demonstrate and document that these security measures are in place. No data will be transmitted without consent of the CCTO to any third party. Sebis Direct shall not use, disperse or sell information provided by The CCTO for printing and mailing of submitted jobs. Sebis Direct must review the Confidentiality and Ownership of Documents term of the Appendix III Cook County Contract Agreement

(Professional Services Agreement). In addition, all Sebis Direct facilities must be secure, and restricted access to only CCTO personnel or Sebis Direct personnel who are assigned to our work is required.

2.2.5 Computer Processing: Sebis Direct must be able to program print layouts from templates supplied by CCTO. Sebis Direct will be provided with the information data for each tax bill and notice. Sebis Direct must have capability to retrieve this information provided electronically. Sebis Direct must be able to include two- dimensional bar code (or another agreed upon bar code format) on tax bills.

2.2.6 Testing: Sebis Direct must provide up to seven test data sets, in PDF format, until forms and data are correct. A reasonable turnaround time, within 24 hours or as agreed upon, is required for these, not only to validate the bill layout, but placement and numbers. This is very time sensitive and crucial to the Treasurer's billing period. Sebis Direct must provide up to 5,000 hard copy test bill and payment coupons (for selected type bills) to CCTO, for ensuring proper lockbox and branch bank processing. More than one test may be required.

2.2.7 Disaster Recovery: Sebis Direct must provide a Disaster Recovery Plan or Business Continuity Plan in place to provide reasonable control and security to maintain all facilities and provide the required services. An operational, fully redundant, backup site or alternative facility shall be available with equipment and accessories as necessary to continue, or reproduce, the CCTO's printing and mailing services should an accident or disaster destroy the primary facilities. The Sebis Direct will notify the CCTO immediately if it becomes necessary to use the backup solutions.

2.2.8 Transfer methods for data extracts: The CCTO will provide data extracts via a secure, agreed upon method, for retrieval by Sebis Direct. Sebis Direct must describe their preferred data transfer method. Approximately 10-15 business days prior to the mailing date, data files will be sent electronically by agreed upon method. Data from text file will be printed on one or both sides of the tax bill/notice.

2.2.9 Form Design: Sebis Direct must provide a design file that will allow CCTO to update the design/format of tax bills, envelopes, notices and inserts on an ad-hoc basis. This file must allow CCTO to include/exclude messages based on CCTO requirements including taxpayer information, tax type, property index number, or other parameter within the data file. In certain cases CCTO will be providing artwork files to Sebis Direct. The CCTO requires proof copies for each item to be printed prior to the job being printed in house. Either hardcopy and/or PDF proofs, at CCTO's discretion must be approved before any print jobs begin.

2.3 Additional Sebis Direct Requirements applicable for all items 2.4.1 through 2.4.6:

2.3.1 Printing Solution

Sebis Direct's printing solution must be able to (but not limited to):

- 1) Allow CCTO to easily create, edit, and delete tax bill and letter templates.
- 2) Maintain a repository of templates, which will be utilized by CCTO for editing current tax bills and letters and/or creating new tax bill and letters.
- 3) Provide a proof to CCTO for each tax bill and letter type generated using the test file provided by the CCTO.
- 4) Provide samples of each tax bill and letter type as requested by CCTO.
- 5) Notify selected CCTO personnel when tax bill or letter is created, edited, updated, and samples approved for production.
- 6) Be responsible for including, but not limited to, the following elements per CCTO specifications: multiple fonts, colors, logos, customized signatures, variable fill-fields, multiple page letter generation, and duplex tax bill and letter.
- 7) Comply with logo and signature requirements in accordance with CCTO directions and specifications.
- 8) Print tax bills and letters according to standard formats supplied by CCTO.
- 9) Print segments of tax bill and letter in different colors/on-different color stock.
- 10) Assign serial numbers for each tax bill, and be able to pull individual, or groups of tax bills from production when requested.
- 11) Print county-specific notes or other distinguishing or unique information on tax bills.
- 12) Update print format or information to conform to changes requested by CCTO.

- 13) Print on both sides of the tax bills with front side, and back side if directed, utilizing fixed and variable data.
- 14) Allow scheduling multiple tax bill print runs in order meet production deadlines.
- 15) Produce envelopes and other related materials to order that conform to specific and evolving CCTO needs (additional inserts, lock box processing, statements for 1st and 2nd installment, delinquent mailings.
- 16) Obtain sufficient paper which to complete printing of transmitted job.
- 17) Create mailing window envelopes with appropriate return address. This may be a customized envelope. Special wording may be included on back of envelope on instruction from CCTO.
- 18) Create return window envelopes with spacing for five lines for appropriate mailing address, as designated by CCTO. This may be a customized envelope. Special wording may be included in space below return address, as designated by CCTO.
- 19) The printing of any inserts as designated by CCTO which are to be included in the mailing. Content and paper color specifications to be provided by CCTO.
- 20) Necessary equipment and supplies for completion of each submitted job in period provided.
- 21) CCTO may provide pre-printed inserts for designated submitted jobs that will be included in the mail package.
- 22) The CCTO shall not be charged for supplies not related to submitted jobs. Sebis Direct shall be responsible for the cost of supplies until the supplies are used for a submitted job.
- 23) Receive data files containing the information to be printed on bills, notices, or letters throughout the year. The file format for each tax bill, notice, or letter will be the existing format utilized by the CCTO.
- 24) Ability to print colors.
- 25) Print and highlight selected areas of bills and notices.
- 26) Ability to print non-magnetic OCR scan lines, including multiple scan lines per tax bill as necessary for readability during collection process by CCTO, bank partners and lockbox.
- 27) Print additional inserts and flyers as needed.
- 28) Ability to print on 8 ½ "x 14" and 8 ½ "x 11" forms.
- 29) Ability to create perforated or watermarked forms.
- 30) Ability to print tax bill form that does not include any variable data to be used to print on-demand tax bills at the Treasurer's Office as requested by taxpayers.

2.3.2 Mailing

- 1) Sebis Direct will fold, insert, and mail the bills, notices, and letters per CCTO specification.
- 2) Sebis Direct will utilize postage accounts funded by CCTO mail permit.
- 3) Mailing location must originate from a Chicagoland regional post office.
- 4) All mailings must conform to USPS standards.
- 5) Utilize the best postal rates through the use of various discount programs including, but not limited to, presort, bar coding of mailing addresses, and carrier route sorting.
- 6) Sebis Direct is responsible for maintaining and updating recognized US Postal Service automated discount software.
- 7) Sebis Direct will mail the bills, notices, and letters within the timeframe set by the CCTO.
- 8) Create a data file that will list updates made to the mailing addresses. The files should be in a format agreed upon by both CCTO and Sebis Direct. Sebis Direct must be Coding Accuracy Support System (CASS) certified, System Certified and offer ZIP+4 pre-barcoding and address hygiene to achieve maximum postage discount.
- 9) Sebis Direct should have means to transport mailing to the USPS for a single drop, or have a USPS detached mailing unit on premises.
- 10) Sebis Direct shall deliver blank form to CCTO as needed. Shipping will be invoiced using best cost method.

2.4 CCTO PROPERTY TAX BILL MAILINGS

2.4.1 Statutory Installment Mailings

Printing, folding & inserting, and mailing approximately 2.2 million tax bill packages (8-1/2" x 14"). Includes printing of

#10

and #9 envelopes, and tax bill brochures. In addition to statutory mailing, post mail drop, up to 50 M additional tax bill form for each installment to be printed within five business days from a new file as provided by CCTO.

Tentative Schedule of Statutory Mailings

Name	Time Frame	USPS Mailing Deadline Date
2nd Installment Tax Year 2018	June 2020	July 2, 2020
1st Installment Tax Year 2019	January 2021	January 30, 2021
2nd Installment Tax Year 2019	June 2021	July 2, 2021
1st Installment Tax Year 2020	January 2022	January 29, 2022
2nd Installment Tax Year 2020	June 2022	July 2, 2022
1st Installment Tax Year 2021	January 2023	January 30, 2023
2nd Installment Tax Year 2021	June 2023	July 2, 2023
1st Installment Tax Year 2022	January 2024	January 30, 2024
2nd Installment Tax Year 2022	June 2024	July 2, 2024
1st Installment Tax Year 2023	January 2025	January 29, 2025

CCTO is bound by Illinois State statute regarding the USPS mailing date for Property Tax Bills, and rigorous attention and adherence to production schedule is mandatory to ensure compliance. CCTO reserves the right to modify the schedule, including forgoing a mailing, of the above at its discretion.

Sample 2nd Installment Schedule for July 2 USPS Drop

May 15 Tax Bill/Envelope/Insert Artwork Files Finalized

May 20 Printing materials order Finalized

June 5 Print File created

June 8 Print File verified, transmitted to Sebis Direct

June 10 Test Property Tax bills provided to CCTO for manual testing/Chase lockbox testing

June 10 Blank tax bill form delivered to CCTO

June 12 CCTO confirms testing area set up in production facility

June 15 Property Tax Bill testing completed, CCTO signs off on tax bill

June 16 Begin imaging, folding, and inserting property tax bill packages (CCTO onsite) June 26

Job complete, ready for mailing

June 27 Specialty Tax Bills imaging, folding, and inserting completed (CCTO onsite) June 30

Both mailings mailed at USPS per CCTO direction

2.4.2 Specialty Tax Bill Mailings

Printing and imaging, folding/inserting, and mailing up to 10,000 specialty tax bills (8-1/2 x 14") to be completed at the same time as each of the semi-annual statutory mailings. Includes printing of #10 and #9 envelopes. Please see above sample 2nd installment Schedule for timing.

Specialty tax bill mailing has the same requirements regarding USPS mailing deadline as the larger 2.2 million piece mailing. A

separate data file will be provided by CCTO. Specialty tax bills can have up to 5 different layouts:

1. Omitted Assessments (Back Tax)
2. Roll Back Tax
3. Air Pollution Tax
4. Arrearage Tax
5. Circulator

Scope of 2.1 Services-General Requirements also apply 2.1.2 Specialty Tax Bill Mailings.

2.4.3 Delinquency Mailings

Printing, folding & inserting, and mailing 500,000 tax bills (8-1/2" x 14") in two monthly mailings of approximately 300,000 and 200,000 respectively for 1st installment. Five monthly mailings for 2nd installment in quantities of 300,000, 200,000, 150,000, 100,000 and 75,000 respectively. Includes printing of #10 and #9 envelopes, and tax bill insert. (Cannot re-use installment envelopes).

Sample Delinquency Mailing Schedule

Name	Time Frame	USPS Mailing Date
1 st Installment Delinq #1	April 10	April 15
1 st Installment Delinq #2	May 10	June 15
2 nd Installment Delinq #1	September 10	September 15
2 nd Installment Delinq #2	October 10	October 15
2 nd Installment Delinq #3	November 10	November 15
2 nd Installment Delinq #4	December 10	December 15
2 nd Installment Delinq #5	January 10	January 15

CCTO reserves the right to modify the schedule, including forgoing a mailing, of the above at its discretion.

2.4.4 Prepayment Mailings

Printing, folding & inserting, and mailing prepayment tax bills (8-1/2" x 14"). Includes printing of #10 and #9 envelopes (Cannot re-use installment envelopes. 2.1 Scope of Services-General Requirements also apply for Prepayment Mailings.

Sample Prepayment Mailing Schedule

November 1 Tax Bill/Envelope/Insert Artwork Files Finalized

November 5 Printing materials order Finalized

December 1 Print File created

December 3 Print File verified, transmitted to Sebis Direct

December 6 Test Property Tax bills provided to CCTO for manual testing/Chase lockbox testing

December 6 Blank tax bill form delivered to CCTO

December 6 CCTO confirms testing area set up in production facility

December 7 Property Tax Bill testing completed, CCTO signs off on tax bill

December 7 Begin imaging, folding, and inserting property tax bill packages (CCTO onsite) December 8

Job complete, ready for mailing

December 10 Prepayments mailed at USPS per CCTO direction

2.4.5 Tax Sold Letters

Printing and mailing, up to four color letter 8-1/2" x 11" 9-point stock, dual-sided variable data bi-fold in two mailings of approximately 15,000 apiece. Please see Exhibit 14 for sample letter. CCTO will provide data and artwork files. Timing of this job is approximately 4-6 weeks after the conclusion of the annual tax sale.

2.4.6 Certified Mailings

1) **Sebis Direct must provide plan of action detailing how the requirements of the Certified Mailings will be met or exceeded.** *The Proposal response will not be included in the Statement of Work. You'll need to directly add those items/text to the SOW.*

The plan of action for the CCTO Certified Mailings includes all of the elements for the for all of the CCTO mailings above with the addition of:

1. Sebis will create the Certified Mail document identifier for each document produced.
 2. Sebis will print variable data on the outside of the closed faced Certified Mail envelopes.
 3. Sebis will match variable documents to the outer envelopes.
-
- 2) Sebis Direct will provide printing, mailing, and tracking services for all certified mailings as requested by CCTO (Low Volume 100-1,000)
 - 3) Sebis Direct will provide CCTO with comprehensive mail event data and electronic return receipt signatures

- 4) Sebis Direct will provide full accounting for every piece of certified mail
- 5) Sebis Direct will provide services for both daily low volume and occasional high volume mailings
- 6) Sebis Direct will provide up to 20 samples prior to live production
- 7) In addition to the above, upon CCTO's discretion, Sebis Direct shall provide printing and matched mailing of Certified Notices of tax delinquencies for tax years 2017, 2018, and 2019. (High Volume approximately 50,000 pieces per mailing). See examples of these mailings in Exhibits 9-11.

Printing, folding & inserting, and mailing up to 150 M certified tax bill packages (8-1/2" x 11"). Includes printing of outer/return envelopes. **NOTE: Outer Envelope is windowless.** Imaging of returned certified mail envelopes (up to 150 M), and certified mailing reports. (High Volume).

The Certified Mailing will consist of the following five items, Sebis Direct must be able to meet the service requirements set forth below:

- ITEM NO. 1: Printing of Real Estate Certified Delinquency Bills, Envelopes, Brochures and Certified Mailing in a quantity not expected to exceed 150,000
- ITEM NO. 2: Printing of Special Assessment Certified Delinquency Bills, Envelopes, Brochures and Certified Mailing in a quantity not expected to exceed 4,000
- ITEM NO. 3: Printing, Duplicate Special Assessment Tax Bills (no individual names or variable data, no envelopes and no certified mailing) in a quantity not expected to exceed 12,000
- ITEM NO. 4: Annual set-Up and Programming for Scanning of Returned Certified Mail
- ITEM NO. 5: Scanning of Returned Certified Mail in a quantity not expected to exceed 40,000

ITEMS NO. 1 & 2 Service Requirements:

- 1) For Items No. 1 and Item No. 2, Sebis Direct shall produce delinquency bills, certified mailing envelopes, brochures, return envelopes, imaging of individual data on outer envelopes that matches the bills, preparation of reports and delivery of certified mail to the U.S. Postal Service. Sebis Direct shall be responsible for the secure, bonded and licensed transport of prepared trays, as needed, to U.S Postal Service on weekdays or weekends as necessary.
- 2) The certified delinquency bills for Item No. 1 and Item No. 2 shall consist of documents 8-1/2" in width by 11" in height on 24# quality white paper. Sebis Direct shall prepare tax bills for the certified delinquency bills for Item No. 1 and Special Assessment certified delinquency bills for Item No. 2 that will have preprinted fixed text and graphics with up to three colors/Pantones on the front and back sides. The CCTO will provide the preprinted fixed text, colors and graphics for the fronts and backs of the bills for Item No. 1 and Item No. 2 before final print.
- 3) Sebis Direct shall print variable data fields on the certified delinquency bills for Item No. 1 and the special assessment certified delinquency bills for Item No. 2 in the designated locations in one color (black ink) on the face of each document. Sebis Direct shall be able to accept raw data via a mutually agreed upon, secured method.
- 4) Sebis Direct shall perform imaging of individual name, address, PIN and other variable data on the bills and envelopes for Item No. 1 and Item No. 2 using at least 300 x 300 DPI to ensure scanability. Sebis provides on envelope imaging at a minimum of 300x300 DPI with full graphics capabilities.
- 5) Each certified delinquency bill for Item No. 1 and Item No. 2 shall have full horizontal perforations. These perforations shall be strong enough to keep the bills intact during processing. At the same time, these perforations must not be so strong that the perforations would cause the recipient to destroy the delinquency bill when detaching the coupon. These perforations will create tear-away portions, Payment Coupons that the taxpayer may return to the Cook County Treasurer's Office by mail or in person.

a. REQUIREMENT FOR BOTTOM OCR SCAN LINE ON COUPON PORTION: FOR BOTH REAL ESTATE AND SPECIAL ASSESSMENT BILLS:

Length: Approximately 3-1/2" Height:

Approximately 1/8"

Location: 1/4" from bottom edge of paper to bottom of font

1/2" from right edge of paper

Clear area: In the area 1/4" below the scan line, at least 1/4" above scan line, and 1/2" to the left and right of the scan line, there should be NO scannable data that is not intended to be read.

Reference edge: Right

Aligning edge: Bottom

Edge Requirements: Cleanly cut, square edges are necessary for all edges, particularly the bottom of each bill in Item No. 1 and Item No. 2. Sheets with marginal perforations must be removed before processing.

b. REQUIREMENTS FOR TOP OCR SCAN LINE ON COUPON PORTION (subject to change at Cook County Treasurer's discretion):

FOR BOTH REAL ESTATE AND SPECIAL ASSESSMENT BILLS:

Length: Approximately 7 11/6" Height:

Approximately 1/8"

Location: 1 7/8" from BOTTOM edge of paper to bottom of font

1/2" from RIGHT edge of paper

Clear area: In the area 3/8" below the scan line, at least 3/8" above scan line, and 1/4" to the left and 1/4" to the right of the scan line, there should be NO scannable data that is not intended to be read.

Reference edge: Right

Aligning edge: Bottom

Edge Requirements: Cleanly cut, square edges are necessary for all edges, particularly the bottom of each delinquency bill in Item No. 1 and Item No. 2. Sheets with marginal perforations must be removed before processing.

- 8) Sebis Direct shall supply one non-window mailing envelope, approximately 5 to 6 inches height by 9 to 11 inches in width, for each piece in Item No. 1 and Item No. 2.
- 9) Sebis Direct must ensure the outer envelopes for Item No. 1 and Item No. 2 match the imaging for each enclosed bill for Item No. 1 and Item No. 2. This must be a 100-percent match mailing. The outer envelope must include the Property Index Number, Volume, taxpayer name, address, and (in the case of Special Assessment bills for Item No. 2) the warrant and installment numbers, to match the enclosed bill. Sebis Direct must use a sequence number system in 7 or 8 point type on the face of the bill and the face of the corresponding envelope in a location to be determined by the Cook County Treasurer's Office at proof stage during the testing processes.

Flap: 1-1/2"

Throat: 9/16"

Paper: 24# White Wove

Printing: Black ink, inverted printing on the face of the envelope. Black or dark blue (depending on Pantones in use) inside tint design. Printing as per sample submitted.

Quantity: To be determined 10 calendar days prior to the production of test bills and envelopes using test data.

- 10) Printing on the outer mailing envelopes shall be up to three colors with Pantones to be determined at proof/design stage. The insides of the outer mailing envelopes shall be printed with tint design.

q. In addition, a certified mail bar code and human-readable number must be in proper position on the outer mailing envelope per the U.S. Postal Service regulations/specifications for certified mail. Sebis Direct shall be responsible for compliance with all applicable U.S. Postal Service requirements including the composition, location and dimensions of the:

- a) indicia;
- b) taggant ink; (if applicable)
- c) certified mail barcode;
- d) human-readable numbers accompanying the barcode; and
- e) mailing address.

- 11) The indicia must display proper wording with the appropriate U.S. Postal Service permit number— and specifically without the words "ZIP + 4 PRESORT" or "PRESORTED" unless those options become available for certified mail.

- 12) TESTING DOCUMENTS: Sebis Direct must include in the prices quoted for Item No. 1 and Item No. 2 allowances in cost and time for the following activities: proofing, testing, and approval processes. Schedule is subject to change as dictated by State of Illinois statute and as determined by the Cook County Treasurer's Office, and the award of a new Contract pursuant to this contract:

SAMPLE SCHEDULING FOR CERTIFIED MAILINGS:

By Nov. 4, 2020, or upon notification by the Cook County Treasurer's Office, the Cook County Treasurer's Office shall make delivery of final design for tax bill delinquency paper, brochures and envelopes to Sebis Direct.

By Nov. 9, 2020, (or within 5 business days of the Cook County Treasurer's Office delivering the final design for tax bill paper, brochures and envelopes to Sebis Direct), Sebis Direct shall provide the Cook County Treasurer's Office with PDF proofs by e-mail that represent the contents of the Cook County Treasurer's Office's final design of tax-bill paper, brochures and envelopes. These PDFs will allow for signoff and/or changes, as needed, by the Cook County Treasurer's Office prior to Sebis Direct's preparation of hard-copy proofs.

If the Cook County Treasurer's Office makes any revisions/updates to the certified delinquency bill paper, brochures and envelopes, Sebis Direct shall supply revised/updated PDFs by e-mail to the Cook County Treasurer's Office within 2 business days of the Cook County Treasurer's Office sending those updates/revisions. This process may be repeated as many times as necessary until the Cook County

Treasurer's Office signs off.

By Nov. 14, 2020 (or within 3 business days after the Cook County Treasurer's Office signs off on the PDFs), Sebis Direct shall deliver to the Cook County Treasurer's Office hard-copy proofs on the tax-bill delinquency paper, brochures and envelopes for the Cook County Treasurer's Office to for signoff.

By Dec. 5, 2020 (or within 15 business days after the Cook County Treasurer's Office gives final signoff on hard-copy proofs), Sebis Direct shall provide: 100 samples of outer envelopes per Item No. 1 and Item No. 2 representative of the final products (with inside block out, return address, taggant ink (if necessary), indicia, green stripe, sample mailing address, sample property index number and other graphics and text.) 100 samples of #9 courtesy reply envelopes per Item No. 1 and Item No. 2 that will be representative of the final products (interior tint, text and return address spaces, indicia, mailing address and the appropriate Postal Service bar code).

Sebis Direct shall submit samples to the U.S. Postal Service for tests. If the envelopes do not fully pass U.S. Postal Service tests, Sebis Direct shall be responsible for costs of corrections, production and delivery to the Cook County Treasurer's Office of new test samples in the same quantities as the initial tests that address any and all concerns stated by the Postal Service. Sebis Direct must deliver replacements within 10 business days after notification by the Cook County Treasurer's Office to Sebis Direct of the corrections suggested or required by the U.S. Postal Service. This process will be repeated by Sebis Direct as many times as necessary at Sebis Direct's expense until the U.S. Postal Service indicates approval of the mail piece and return envelope. By March 6, 2021 (or upon notification by the Cook County Treasurer's Office after the U.S. Postal Service issues approval of the initial envelope tests), the Cook County Treasurer's Office shall provide Sebis Direct with two test files of test data: one test file for the certified delinquency bills and certified-mail outer envelopes under Item No. 1 and a second file for the special assessment certified delinquency bills and certified-mail outer envelopes under Item No. 2. With these two test files, the Cook County Treasurer's Office also will supply two document maps that detail where Sebis Direct must image the different fields from each test file on the corresponding bills and outer envelopes under Item No. 1 and Item No. 2.

By Jan. 13, 2021 (or within five business days of the Cook County Treasurer's Office delivering the test files and document maps to the Sebis Direct), Sebis Direct shall complete programming and produce 200 sample bills and 200 sample certified-mail outer envelopes from the test file for Item No. 1 and 200 sample bills and 200 sample certified-mail outer envelopes from the test file for Item No. 2. This time frame shall include delivery of the samples by the Sebis Direct to the Cook County Treasurer's Office at Sebis Direct's expense.

By Jan. 18, 2021 (or within three business days of Sebis Direct delivering the test bills and envelopes with individual data as described in the previous paragraph), the Cook County Treasurer's Office will complete tests of the data placement, scan lines, general data presentation and any notations needed for different tax types for Item No. 1 (such as back- tax, circulator, air pollution) and tests of the data placement, scan lines and general data presentation for the test special assessment bills and envelopes for Item No. 2. The Cook County Treasurer's Office will report any modifications or adjustments that need to be made, and Sebis Direct must make adjustments accordingly and deliver new samples within three business days. This process will be repeated until any and all issues are resolved.

By Jan. 25, 2021 (or upon notification by the Cook County Treasurer's Office), the Office will deliver the final data files for Item No. 1 and Item No. 2, and these data files will have the same file layout of fields as the test files to minimize programming changes. Within three business days of the Cook County Treasurer's Office delivering these final data files, Sebis Direct shall produce and deliver to the Cook County Treasurer's Office 200 test bills and certified-mail outer envelopes that utilize the final data for Item No. 1 and 200 test bills and certified-mail outer envelopes that utilize the final data for Item No. 2. These test bills will be used to verify continued compliance by Sebis Direct on the placement, content, quality and readability of the scan lines and data for both Item No. 1 and Item No. 2. Sebis Direct shall complete any programming or printing corrections within one business day after notice by the Cook County Treasurer's Office. Cook County Treasurer's Office reserves the right to select the records/Property Index Numbers to be tested. Sebis Direct must include the cost of these testing processes, plus any possible re-tests.

assessment bills, this is a zero-defect job. All bills that are damaged, unreadable, mismatched to the data on their corresponding envelopes during printing, folding, insertion or other mailing preparation must be reprinted, processed and mailed with all other real estate tax bills and special assessment bills in a timely fashion and must match the data on the final mailing report.

- 14) Sebis Direct also shall supply return envelopes for each piece in Item No. 1 and Item No. 2 with static information printed on both sides of each envelope in up to two colors/Pantones to be determined at proof/design stage.

 SIZE: #9 return envelope Non-window
 Throat: 1/2"
 Square flap: 1" with REMOISTABLE glue
 Paper: #24 Wove
 Style: Web style envelope with printing of up to two colors on the face and backsides of the envelope exterior with black or navy blue block out on envelope interior.
- 15) Sebis Direct shall fold each delinquency real estate tax bill/special assessment bill and insert the bill, brochure, and the return envelope (a total of three pieces) into each outer mailing envelope.
- 16) Sebis Direct shall produce two-color brochures for Item No. 1 and Item No. 2 that shall consist of 8 1/2" x 11" 80# gloss enamel text or heavier quality white paper with fixed text on both sides. Fixed text for Item No. 1 and Item No. 2 will be similar but distinct. Sebis Direct shall supply printed product that is folded twice (into one-third sections folded twice), so that printed product can be inserted in #10 address envelopes with one tax bill and a #9 return envelope. Prior to printing, proofs and paper quality must be approved by a representative designated by the Cook County Treasurer's Office. A Cook County Treasurer's Office representative must have the option to attend the press OK prior to start of job.
- 17) Sebis Direct shall have preprinted tax bill and envelope stock (with fixed data) prepared to launch production of test bills and matching envelopes within 15 (fifteen) business days of signoff on hard-copy proofs for paper, envelopes, and brochures for Item No. 1 and Item No. 2. Sebis Direct shall be prepared to complete production, inserting and certified mailing within 5 (five) calendar days of delivery of variable data from the Cook County Treasurer's Office to Sebis Direct. This schedule includes the requirement that the Sebis Direct shall mail at the Chicago Main Post Office on Harrison Street (or a mutually agreed upon location such as the P&DC Bedford Park, Illinois)
- 18) County Treasurer's Office shall supply variable data for all tax bills for Item No. 1 and special assessment bills for Item No. 2 on memory storage devices or through e-mail with written instructions for the placement on the face of each real estate tax bill and special assessment bill all of the elements of variable data and instructions for placement of data on the front of each outer mailing envelope. Cook County Treasurer's Office also shall supply samples of layout of the notices and layout and text for the mailing and return envelopes.
- 19) Sebis Direct shall perform printing, data processing, and imaging of "name" data and mail preparations at one location owned and operated by Sebis Direct. Sebis Directs must specify in bid if any work would be completed at separate sites not owned by Sebis Direct and must specify procedures that will keep the data and other aspects of the work secure. Prior to award of contract, Sebis Direct must make facilities, equipment and staffing available for inspection and interview by the Cook County Treasurer's Office. Failure to provide adequate proof of security, failure to account for work planned to be performed at a secondary facility, and/or failure to provide adequate equipment availability, failure to provide adequate proof of ownership, failure to provide proof of adequate staff capable of proper imaging and processing of mailing job, and/or failure to show related commitments that assure completion of work both in a thorough manner and in the timeframe necessary for Cook County Treasurer's Office to meet statutory requirements for the tax sale may be cause for disqualification or cancellation of the contract at the discretion of the Cook County Treasurer's Office.
- 20) Sebis Direct uses software Coding Accuracy Support System (CASS) certified, System Certified and offer ZIP+4 pre-barcoding and address hygiene to achieve maximum postage discount.
- 21) Cook County Treasurer's Office shall supply basic format for layout of each delinquency bill and envelope for Item No. 1 and Item No. 2. Cook County Treasurer's Office shall show all color breaks. Sebis Direct shall make proofs available to Cook County Treasurer's Office for approval prior to preprinting the fixed text, graphics and data for the bills. Prior to final proof approval, changes may be made to the fixed text and/or placement of variable data fields. Proofs must be submitted to the designated representative of the Cook County Treasurer's Office.

- 22) Throughout production, Sebis Direct must provide space for one to two members of the Cook County Treasurer's Office staff to be able to pull and copy samples and provide a computer with Internet access and access to Excel programs for additional tests and monitoring of production.
- 23) Actual postage expense for Item No. 1 and Item No. 2 will be the obligation of the of the Cook County Treasurer's Office, not Sebis Direct, through the permit the Cook County Treasurer's Office holds through the Chicago Main Post Office. Sebis will use USPS Mail Anywhere to present Certified mail at the Main Post Office on Harrison Street (or a mutually agreed upon location such as the P&DC Bedford Park, Illinois)using the CCTO Postal Permit from the Main Post Office on Harrison Street..
- 24) Prior to the mailing, Sebis Direct shall produce and submit to the Cook County Treasurer's Office two copies of all mailing reports that will be submitted with the mail to the U.S. Postal Service. Such reports will detail the quantity, delivery date and time and postage costs and any other data required by the Postal Service. Prior to mailing, Sebis Direct shall weigh materials and subtract tares, in compliance with U.S. Postal Service regulations, and send confirmation to Cook County Treasurer's Office by fax of the approximate number of materials to indicate whether there is a match or any discrepancy between the quantity to be mailed and the weight of the materials actually being mailed. Sebis Direct shall mail product all in same day and not make separate, partial drops unless directed otherwise by the Cook County Treasurer's Office. Prior to actual mailing of completed tax bills, Sebis Direct must receive written communication by fax or in person that is signed by a representative of the Cook County Treasurer's Office designated by the Cook County Treasurer to authorize the final drop. Sebis affirms this requirement, and all reports will also be available electronically.
- 25) All of the Certified Mailing must be mailed at one time, unless other arrangements have been made with the Cook County Treasurer's Office.
- 26) Any regulation changes the U.S. Postal Service makes with regards to the size, design and/or printing of the envelopes and bills, which would affect USPS acceptance of the mail piece, which are imposed by the U.S. Postal Service after the bid is awarded, will be the responsibility of ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐Sebis Direct.
- 27) All bills and envelopes for Item No. 1 and Item No. 2 that are damaged during printing, folding, inserting or other preparations must be reprinted and mailed in timely fashion with all other pieces mailed as part of this job. All damaged bills shall be returned to the Cook County Treasurer's Office. Sebis Direct shall provide all damaged bills and envelopes to the Cook County Treasurer's Office.
- 28) Any delinquency bills for Item No. 1 and Item No. 2 that are discovered to have been printed without perfectly matching the corresponding envelope must be replaced and mailed within 3 business days by Sebis Direct. Sebis Direct shall be responsible for all postage expenses for these replacements.
- 29) If the Postal Service ever offers a presort discount for certified mail, Sebis Direct is responsible for presorting and qualifying all mail for presorted rates, including providing all documentation to the U.S. Postal Service.
- 30) Sebis Direct provides a data-secure production facility.
- 31) Sebis Direct must be able to image a dot configuration of no less than 300x300 DPI to insure OCR scan ability for Item No. 1 and Item No. 2. Sebis Direct must be able to image for Item No. 1 and Item No. 2.
- 32) Sebis Direct must be able to accept raw data from an IBM mainframe system in EBCDIC format (print image) via memory storage devices or through email for Item No. 1 and Item No. 2., which must be returned upon completion of mailing.
- 33) Due to the critical time frame for the mailing of these items and in the unlikely event of a natural disaster or other unforeseen event(s), Sebis Direct must have a backup facility with similar or identical capabilities to complete the contract within the time required by the Cook County Treasurer's Office for Item No. 1 and Item No. 2. Failure to provide such proof shall be cause for disqualification.
- 34) Two hardbound and one electronic copy of Delinquent Tax Bill Certified Mailing Verification reports and two hardbound and one electronic copy of Delinquent Special Assessment Tax Bill Mailing Verification reports must be generated by Sebis Direct containing the following categories in the following order: Property Index Number, Volume, USPS certified mail number, and the name, street address, city, state and zip code of taxpayer used for each piece produced and mailed for Item No. 1, and Item No. 2. Layout of data must be provided as specified by the Cook County Treasurer's Office's administration. This will be repeated for subsequent years.
- 35) Cook County Treasurer's Office administration must sign off on proofs for all parts before final production and mailing. Proofs must be submitted to the representative designated by the Cook County Treasurer's Office.
- 36) Production to begin immediately upon notification of the Cook County Treasurer's Office. Sebis Direct must have capacity to complete work after signoff on proofs and delivery of variable data within 5 (five) calendar days. The Cook County Treasurer's Office is responsible for delivery of files of sample variable data for test runs in the weeks leading up to the delivery of the actual variable data to be used for the project. Sebis Direct is expected to complete the job with a 5-calendar day schedule.
- 37) Prior to final production, Sebis Direct must have capacity to "scrub" or eliminate data to prevent production

and mailing of a certified-mail real estate tax bill or special assessment bill, but only if provided the Volume(s) and Property Index Number(s) of the eliminated item(s) on Cook County Treasurer's Office letterhead in a report that is signed by the designated representative of the Cook County Treasurer's Office and initialed on each subsequent page.

- 38) Sebis Direct maintains the responsibility to deliver the certified mail document to the Chicago Main Post Office Harrison Facility (or a mutually agreed upon location such as the P&DC Bedford Park, Illinois) in the time frame required by the Cook County Treasurer's office in this contract.
- 39) At the start of production, Sebis Direct must make available to the designated representatives of the Cook County Treasurer's Office live sample sets of documents to proof. *(please detail what exactly this terminology means)* for the Cook County Treasurer's Office to review the initial run of materials to verify proper placement and inclusion of variable data on bills and mailing envelopes.
- 40) Quantities of any bill or mailing can and do fluctuate from year to year based on changes in the number of timely tax payments and the scheduling of the tax sale. As a result, the Cook County Treasurer's Office cannot quantify or project how many real estate tax bills or special assessment bills Sebis Direct will need to prepare and send by certified mail under this contract. Sebis Direct will be able to invoice the Cook County Treasurer's Office at the price per thousand in the best and final offer based on the quantities actually necessary for the mailing job based on the order that the Cook County Treasurer's Office places at the time of signoff on final hard-copy proofs for paper and envelopes – which shall be at least 15 business days ahead of Sebis Direct's requirement to have said envelopes and paper in hand and ready to launch the test printing of notices immediately before actual production of certified mail.

ITEM NO. 3 Service Requirements:

- 1) The duplicate special assessment tax bills under Item No. 3 will be used by the Cook County Treasurer's Office and at the Cook County Treasurer's Office to print the individual name data. For Item No. 3, Sebis Direct shall supply duplicate delinquent special assessment tax bills that consist of the stock of 8-1/2" X 11" special assessment bills with ONLY the fixed data containing the same colors, text and graphics as used for the bills for Item No. 2 – with only the fixed data. For the duplicate special assessment bills under Item No. 3, Sebis Direct will NOT be imaging the bills, will NOT be producing envelopes and will NOT be performing any certified mailing tasks.

ITEM NOS. 4 & 5 Service Requirements:

- 1) For Item No. 4, Sebis Direct shall have equipment capable of clearly scanning and cataloging black- and-white images of returned Certified Mail from Item No. 1 and Item No. 2 that the Cook County Treasurer's Office receives from the U.S. Postal Office as being undeliverable for any reason.
- 2) For Item No. 4, Sebis Direct shall be allowed an annual set-up and programming cost.
- 3) For Item No. 5, Cook County Treasurer's Office shall organize returned mail from the U.S. Postal Service from the Certified Mail under Item No. 1 and Item No. 2 during the four months that follow the original mailing.
During the four months that follow the mailings under Item No. 1 and Item No. 2, the Cook County Treasurer's Office will call Sebis Direct to arrange pickups of returned mail for Item No. 5 approximately once every three to five weeks to arrange for as many as five transports of returned certified mail from the Cook County Treasurer's Office to the Sebis Direct's scanning operation. Sebis Direct must be able to make pickups within three business days. Sebis Direct is responsible for all transportation costs. See Exhibit 15 – MB Real Estate Insurance Requirements and Request for Dock Access Form.
- 4) For Item No. 5, Sebis Direct is responsible for licensed, bonded and insured transportation of the items in a vehicle which, in the judgment of the Cook County Treasurer's Office, has the capacity to securely transport the items without risk of exposure to weather damage or other loss.
- 5) For Item No. 5, the black-and-white scanned images of the returned Certified Mail must clearly capture the complete front side of the outer mailing envelope and all markings by the U.S. Postal Service.
- 6) For Item No. 5, the black-and-white scanned images must be cataloged electronically so that they may be retrieved in a search by all of the following methods: the Property Index Number (all 14 digits, including any leading zero and without any hyphens), the Certified Mail Number (all digits applicable to the human-readable number and bar code used in the U.S. Postal Service certified mail numbering system, including any leading zeros and without any hyphens), the two-digit tax year, the one-digit tax type, and (for special assessment notices only) the Warrant Number with all digits corresponding to the final certified-mail file data provided by the Cook County Treasurer's Office to Sebis Direct for the

certified mail special assessment bills for Item No.2.

- 7) For Item No. 5, the files shall be delivered to the Cook County Treasurer's Office in "Portable Network Graphics" format (or an acceptable alternative format) with a separate file for each image.
- 8) For returned mail from Item No. 1, the file name for each image under Item No. 5 shall consist of PIN_TT_TY_CMN.PNG as follows:
 - a) PIN shall be the 14-digit Property Index Number including leading zeros and without hyphens
 - b) TT shall be the one-digit Tax Type c) TY shall be the two-digit Tax Year
 - d) CMN shall be the complete Certified Mail Number, including leading zeros and without hyphens
 - e) Saved as a PNG format
- 9) For returned mail from Item No. 2 (special assessment delinquency returned mail), the file name for each image under Item No. 5 shall consist of WARR_INST_PIN_TT_TY_CMN.PNG as follows:
 - a) WARR shall be the warrant number (5-12 digits) including leading zeroes and without hyphens. Field length to be set by the Cook County Treasurer's Office. b) INST shall be the two-digit installment number
 - c) PIN shall be the 14-digit Property Index Number including leading zeros and without hyphens
 - d) TT shall be the one-digit Tax Type e) TY shall be the two-digit Tax Year
 - f) CMN shall be the complete Certified Mail Number, including leading zeros and without hyphens
 - g) Saved as a PNG format
- 10) For Item No. 5, the files of images shall be delivered to the Cook County Treasurer's Office within four weeks of Sebis Direct picking up the returned mail.
- 11) Please note that for billings for Item No. 5, the Cook County Treasurer's Office cannot predict or project how many pieces of mail may be returned by the U.S. Postal Service due to the following: (1) property owners declining to pick up certified mail at the local post office; (2) changes in mailing addresses due to recent changes in owners or relocations by owners; and (3) year-to-year changes in the quantities of certified mail tax bills and special assessment bills the Cook County Treasurer's Office may need to send under the law. For these reasons, Sebis Direct shall be able to invoice for Item No. 5 at the rate quoted per thousand items in the best and final offer based on the actual number of returned-mail pieces the Cook County Treasurer's Office turns over to Sebis Direct under Item No. 5.

EXHIBIT 2

Schedule of Compensation

PRINTING AND MAILING SERVICE FOR COOK COUNTY TREASURER

Dates listed in schedule below are subject to change at the discretion of CCTO. Dates listed in schedule below are subject to change at the discretion of CCTO. Dates listed in schedule below are subject to change at the discretion of CCTO. Dates listed in schedule below are subject to change at the discretion of CCTO. Dates listed in schedule below are subject to change at the discretion of CCTO.

Statutory Installment Mailings	Quantity (1,000s) Quantity (1,000s) Quantity (1,000s) Quantity (1,000s) Quantity (1,000s)	Price per 1,000	Extended Price
Printing, folding & inserting, and mailing 1.9 million tax bill packages (8-1/2" x 14"). Includes printing of #10 and #9 envelopes, and tax bill brochures. In addition to statutory mailing, post mail drop, up to 10 M reprints each installment to be printed within 5 business days as directed by CCTO.			
1st Installment Tax Year 2020 (January 28, 2021 estimated USPS drop date)	2,200	\$ 139.94	\$ 307,868.00
2nd Installment Tax Year 2020 (July 1, 2021 estimated USPS drop date)	2,200	\$ 139.94	\$ 307,868.00
1st Installment Tax Year 2021 (January 28, 2022 estimated USPS drop date)	2,200	\$ 139.94	\$ 307,868.00
2nd Installment Tax Year 2021 (July 1, 2022 estimated USPS drop date)	2,200	\$ 141.55	\$ 311,410.00
1st Installment Tax Year 2022 (January 28, 2023 estimated USPS drop date)	2,200	\$ 141.55	\$ 311,410.00
2nd Installment Tax Year 2022 (July 1, 2023 estimated USPS drop date)	2,200	\$ 141.55	\$ 311,410.00
1st Installment Tax Year 2023 (January 28, 2024 estimated USPS drop date)	2,200	\$ 141.55	\$ 311,410.00
2nd Installment Tax Year 2023 (July 1, 2024 estimated USPS drop date)	2,200	\$ 142.63	\$ 313,786.00
1st Installment Tax Year 2024 (January 28, 2025 estimated USPS drop date)	2,200	\$ 142.63	\$ 313,786.00
2nd Installment Tax Year 2024 (July 1, 2025 estimated USPS drop date)	2,200	\$ 142.63	\$ 313,786.00
Total Cost			\$ 3,110,602.00
Specialty Tax Bill Mailings	Quantity (1,000s) Quantity (1,000s) Quantity (1,000s) Quantity (1,000s) Quantity (1,000s)	Price per 1,000	Extended Price
Printing & imaging, folding & inserting, and mailing 10,000 tax bills (8-1/2 x 11"). Includes printing of #10 and #9 envelopes (Can be same as installment mailing)			
1st Installment Tax Year 2020 (January 2021)	10	\$ 99.46	\$ 994.60
2nd Installment Tax Year 2020 (June 2021)	10	\$ 99.46	\$ 994.60
1st Installment Tax Year 2021 (January 2022)	10	\$ 100.47	\$ 1,004.70
2nd Installment Tax Year 2021 (June 2022)	10	\$ 100.47	\$ 1,004.70
1st Installment Tax Year 2022 (January 2023)	10	\$ 100.47	\$ 1,004.70
2nd Installment Tax Year 2022 (June 2023)	10	\$ 100.47	\$ 1,004.70
1st Installment Tax Year 2023 (January 2024)	10	\$ 102.14	\$ 1,021.40
2nd Installment Tax Year 2023 (June 2024)	10	\$ 102.14	\$ 1,021.40
1st Installment Tax Year 2024 (January 2025)	10	\$ 102.14	\$ 1,021.40
2nd Installment Tax Year 2024 (June 2025)	10	\$ 102.14	\$ 1,021.40
Total Cost			\$ 10,093.60
Delinquency Mailings	Quantity (1,000s) Quantity (1,000s) Quantity (1,000s) Quantity (1,000s)	Price per 1,000	Extended Price

Printing, folding & inserting, and mailing 500,000 tax bills (8-1/2" x 14') in two monthly mailings of approximately 300,000 and 200,000 respectively for 1st installment. 4 monthly mailings for 2 nd installment in quantities of 300,000, 200,000, 100,000, 75,000 and 60,000 respectively. Includes printing of #10 and #9 envelopes (Cannot re-use installment envelopes). Printing, folding & inserting, and mailing 500,000 tax bills (8-1/2" x 14') in two monthly mailings of approximately 300,000 and 200,000 respectively for 1st installment. 4 monthly mailings for 2 nd installment in quantities of 300,000, 200,000, 100,000, 75,000 and 60,000 respectively. Includes printing of #10 and #9 envelopes (Cannot re-use installment envelopes). Printing, folding & inserting, and mailing 500,000 tax bills (8-1/2" x 14') in two monthly mailings of approximately 300,000 and 200,000 respectively for 1st installment. 4 monthly mailings for 2 nd installment in quantities of 300,000, 200,000, 100,000, 75,000 and 60,000 respectively. Includes printing of #10 and #9 envelopes (Cannot re-use installment envelopes). Printing, folding & inserting, and mailing 500,000 tax bills (8-1/2" x 14') in two monthly mailings of approximately 300,000 and 200,000 respectively for 1st installment. 4 monthly mailings for 2 nd installment in quantities of 300,000, 200,000, 100,000, 75,000 and 60,000 respectively. Includes printing of #10 and #9 envelopes (Cannot re-use installment envelopes).			
Tax Year 2020 1st Installment (April and May 2021)	500	\$ 101.74	\$ 50,870.00
Tax Year 2021 1st Installment (April and May 2022)	500	\$ 102.98	\$ 51,490.00
Tax Year 2022 1st Installment (April and May 2023)	500	\$ 102.98	\$ 51,490.00
Tax Year 2023 1st Installment (April and May 2024)	500	\$ 103.68	\$ 51,840.00
Tax Year 2019 1st Installment (April and May 2025)	500	\$ 103.68	\$ 51,840.00
Tax Year 2019 2nd Installment (August ,September , October, November, and December 2020)	735	\$ 101.74	\$ 74,778.90
Tax Year 2020 2nd Installment (August ,September , October, November, and December 2021)	735	\$ 101.74	\$ 74,778.90
Tax Year 2021 2nd Installment (August ,September , October, November, and December 2022)	735	\$ 102.98	\$ 75,690.30
Tax Year 2022 2nd Installment (August ,September , October, November, and December 2023)	735	\$ 102.98	\$ 75,690.30
Tax Year 2023 2nd Installment (August ,September , October, November, and December 2024)	735	\$ 103.68	\$ 76,204.80
Total Cost			\$ 634,673.20
Prepayment Mailings	Quantity (1,000s) Quantity (1,000s) Quantity (1,000s)	Price per 1,000	Extended Price
Printing, folding & inserting, and mailing prepayment tax bills (8-1/2" x 14"). Includes printing of #10 and #9 envelopes (Cannot re-use installment envelopes)			
Tax Year 2021 (December 2021)	5	\$ 101.74	\$ 508.70
Tax Year 2022 (December 2022)	5	\$ 102.98	\$ 514.90
Tax Year 2023 (December 2023)	5	\$ 102.98	\$ 514.90
Tax Year 2024 (December 2024)	5	\$ 103.68	\$ 518.40
Tax Year 2020 (December 2025)	5	\$ 104.71	\$ 523.55
Total Cost			\$ 2,580.45
Tax Sale Sold Letter Mailing	Quantity (1,000s) Quantity (1,000s) Quantity (1,000s)	Price per 1,000	Extended Price
Printing and mailing 4 color dual-sided bi-fold 8-1/2" x 11" in two mailings of 15M apiece.			
Annual Tax Sale 2019 (June 2021)	30	\$ 99.89	\$ 2,996.70
Annual Tax Sale 2020 (June 2022)	30	\$ 99.89	\$ 2,996.70
Annual Tax Sale 2021 (June 2023)	30	\$ 99.89	\$ 2,996.70
Annual Tax Sale 2022 (June 2024)	30	\$ 100.89	\$ 3,026.70

Annual Tax Sale 2018 (June 2025)	30	\$ 101.87	\$ 3,056.10
Total Cost			\$ 15,072.90
Annual Tax Sale Certified Mailings	Quantity (1,000s) <small>Quantity (1,000s)</small>	Price per 1,000	Extended Price
Printing, folding & inserting, and mailing up to 150 M certified tax bill packages (8-1/2" x 11"). Includes printing of outer/return envelopes. Imaging of returned certified mail envelopes (up to 150 M), and certified mailing reports. (High Volume)			
Low volume Certified Mailings	1	\$ 506.77	\$ 506.77
Annual Tax Sale 2019 ITEM 1 (February 2021)	150	\$ 388.43	\$ 58,264.50
Annual Tax Sale 2020 ITEM 1 (February 2022)	150	\$ 388.43	\$ 58,264.50
Annual Tax Sale 2021 ITEM 1 (February 2023)	150	\$ 388.43	\$ 58,264.50
Annual Tax Sale 2022 ITEM 1 (February 2024)	150	\$ 388.43	\$ 58,264.50
Annual Tax Sale 2018 ITEM 1 (February 2025)	150	\$ 388.43	\$ 58,264.50
Annual Tax Sale 2019 ITEM 2 (February 2021)	4	\$ 506.77	\$ 2,027.08
Annual Tax Sale 2020 ITEM 2 (February 2022)	4	\$ 506.77	\$ 2,027.08
Annual Tax Sale 2021 ITEM 2 (February 2023)	4	\$ 506.77	\$ 2,027.08
Annual Tax Sale 2022 ITEM 2 (February 2024)	4	\$ 506.77	\$ 2,027.08
Annual Tax Sale 2018 ITEM 2 (February 2025)	4	\$ 507.77	\$ 2,031.08
Annual Tax Sale 2019 ITEM 3 (February 2021)	12	\$ 423.43	\$ 5,081.16
Annual Tax Sale 2020 ITEM 3 (February 2022)	12	\$ 423.43	\$ 5,081.16
Annual Tax Sale 2021 ITEM 3 (February 2023)	12	\$ 423.43	\$ 5,081.16
Annual Tax Sale 2022 ITEM 3 (February 2024)	12	\$ 423.43	\$ 5,081.16
Annual Tax Sale 2018 ITEM 3 (February 2025)	12	\$ 424.43	\$ 5,093.16
Annual Tax Sale 2019 ITEM 4 (February 2021)	1	\$ 506.77	\$ 506.77
Annual Tax Sale 2020 ITEM 4 (February 2022)	1	\$ 506.77	\$ 506.77
Annual Tax Sale 2021 ITEM 4 (February 2023)	1	\$ 506.77	\$ 506.77
Annual Tax Sale 2022 ITEM 4 (February 2024)	1	\$ 506.77	\$ 506.77
Annual Tax Sale 2018 ITEM 4 (February 2025)	1	\$ 507.77	\$ 507.77
Annual Tax Sale 2019 ITEM 5 (May 2021)	40	\$ 406.77	\$ 16,270.80
Annual Tax Sale 2020 ITEM 5 (May 2022)	40	\$ 406.77	\$ 16,270.80
Annual Tax Sale 2021 ITEM 5 (May 2023)	40	\$ 406.77	\$ 16,270.80
Annual Tax Sale 2022 ITEM 5 (May 2024)	40	\$ 406.77	\$ 16,270.80
Annual Tax Sale 2018 ITEM 5 (May 2025)	40	\$ 407.77	\$ 16,310.80
Total Cost			\$ 411,315.32
Total Cost			\$4,184,337.47

Amended by Sebis Direct Inc. 05/20/2020

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

June 3, 2020

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1830-17407
Printing and Mailing Services
Cook County Treasurer

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Sebis Direct, Inc.
Contract Value: \$4,184,337.47
Contract Goal: 12.5% MBE, 10% WBE

<u>MBE/WBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Montenegro Paper, Ltd.	MBE(9)	Cook County	13%
Envelopes Only, Inc.	WBE(7)	City of Chicago	<u>10%</u>
Total			23%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/ds

cc: Jorge Robles, OCPO
David Byrnes, Cook County Treasurer

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 this Agreement is a minimum of 12.5% MBE and 10% WBE participation goal of the overall estimated expenditures.** 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.
- 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 Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant'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 subconsultants, 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.

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.

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. 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.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the 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.
4. 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 CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, 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 Consultant 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 Consultant 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 Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant 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 Consultant 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 Consultant 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 Consultant.

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 Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

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.cookcountylil.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: Montenegro Paper, Ltd.

Address: 25 E. Main St. - Suite 205

E-mail: Irma.Bates@montenegro-inc.com

Contact Person: Irma Bates Phone: 630-894-0350 ext. 103

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 13% %

*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: Montenegro Paper, Ltd. Certifying Agency: Cook County
 Contact Person: Irma V. Bates Certification Expiration Date: _____
 Address: 25 E. Main St. #205 Ethnicity: Hispanic MBE
 City/State: Roselle IL Zip: 60172 Bid/Proposal/Contract #: _____
 Phone: 630-894-0350 Fax: 630-894-0095 FEIN #: 36-4113269
 Email: irma.bates@montenegro-inc.com
 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)

Paper

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

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.

Irma V. Bates
 Signature (M/WBE)

Irma V. Bates
 Print Name

Montenegro Paper, Ltd.
 Firm Name

January 2, 2019
 Date

Subscribed and sworn before me

this 2nd day of January, 2019.

Notary Public Sandra A. Breymeyer

David Brady
 Signature (Prime Bidder/Proposer)

David Brady
 Print Name

Sebis Direct Inc.
 Firm Name

01/08/2019
 Date

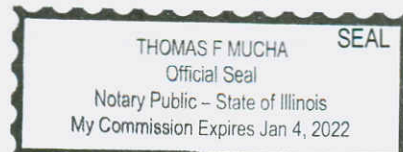
Subscribed and sworn before me

this 7th day of JANUARY, 2019

Notary Public Thomas F. Mucha



SEAL





TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

LISA ALEXANDER

INTERIM DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

August 6, 2018

Mr. Edgar Enciso
President
Montenegro Paper, Ltd.
25 East Main Street, Suite 205
Roselle, IL 60172

Re: Annual Certification Expires: August 25, 2019

Dear Mr. Enciso:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **August 25, 2021**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

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

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

REGULAR DEALER: COMMERCIAL PRINTING PAPER, ENVELOPES AND PACKAGING MATERIALS

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

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

Sincerely,

Lisa Alexander
Lisa Alexander

Interim Contract Compliance Director

LA/ew

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.

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)

X 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: Envelopes Only Inc.

Address: 2000 S Park Ave., Streamwood, IL 60107

E-mail: christine@envelopesonly.net

Contact Person: Christine Craig Phone: 630-213-2500

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 10%

*Letter of Intent attached? Yes X No

*Current Letter of Certification attached? Yes X 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: Envelopes Only, Inc.

Certifying Agency: WBENC

Contact Person: Christine Craig

Certification Expiration Date: May 31, 2019

Address: 2000 S. Park Avenue

Ethnicity: Caucasian

City/State: Streamwood, IL Zip: 60107

Bid/Proposal/Contract #: _____

Phone: 630-213-2500 Fax: 630-213-7455

FEIN #: 36-3242088

Email: christine@envelopesonly.net

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)

Printed Envelopes

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

Net 30 Days

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.

Christine Craig
Signature (M/WBE)

David Brady
Signature (Prime Bidder/Proposer)

Christine Craig
Print Name

David Brady
Print Name

Envelopes Only, Inc.
Firm Name

Sebis Direct Inc.
Firm Name

January 2, 2019
Date

01/04/2019
Date

Subscribed and sworn before me

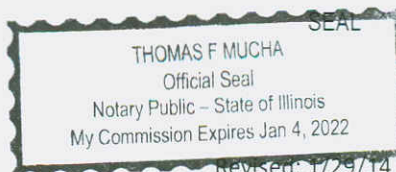
Subscribed and sworn before me

this 2nd day of January, 2019

this 7th day of JANUARY, 2019

Notary Public Ronald Craig

Notary Public Thomas F Mucha



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.

Certification: View

Help & Tools 

Certification List

Submit Change Request

Add Date Alert

Vendor Information

Business Name	Envelopes Only, Inc.
VendorID	20072675
Primary Owner's Name	Deborah Craig
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Effective Date	5/25/2018
Renewal Date	4/15/2019

Contact Information

Main Company Email	christine@envelopesonly.net
Main Phone	630-213-2500
Main Fax	630-213-7455
Main Company Website	http://www.envelopesonly.net

Addresses

Physical Address	2000 Park Avenue Streamwood, IL 60107
Mailing Address	2000 Park Avenue Streamwood, IL 60107

Business Capabilities

Business certified for	Printing of Envelopes and Letterhead
Full Description of Capabilities/Products	Printing of Envelopes and Letterhead
Commodity Codes	NAICS 323111 Commercial Printing (except Screen and Books) (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female
DBE Ethnic Group	Caucasian

Location

County	Cook (IL)
--------	-----------

Additional Information

Ward	
Community Area	



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Envelopes Only, Inc.

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

Certification Granted: May 2, 2006

Expiration Date: May 31, 2019

WBENC National Certification Number: 249001

WBENC National WBE Certification was processed and validated by
>Women's Business Development Center - Midwest, a WBENC Regional Partner
Organization.

Authorized by Emilia DiMenco, President & CEO
Women's Business Development Center - Midwest



WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

Your growth is our business.

NAICS: 323111

UNSPSC: 14111500, 82121507



EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
INSURED	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A :			
	INSURER B :			
	INSURER C :			
	INSURER D :			
INSURER E :				
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrew M Sung

EXHIBIT 5

Board Authorization Approval



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	20-2664	Version:	1	Name:	Sebis Direct, Bedford Park, Illinois
Type:	Contract	Status:		Status:	Approved
File created:	6/2/2020	In control:		In control:	Board of Commissioners
On agenda:	6/18/2020	Final action:		Final action:	6/18/2020
Title:	PROPOSED CONTRACT				

Department(s): Cook County Treasurer

Vendor: Sebis Direct, Inc., Bedford Park, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Tax Bill Printing Services

Contract Value: \$4,184,337.47

Contract period: 7/1/2020 - 6/30/2025 with two (2) one-year renewal options

Potential Fiscal Year Budget Impact: FY 2020 \$836,867, FY 2021 \$836,867, FY 2022 \$836,867, FY 2023 \$836,867, FY 2024 \$836,867, FY 2025 \$836,867

Accounts: 11854.1060.10155.520496

Contract Number(s): 1830-17406

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: Printing, Tax Bill Paper, Envelopes, Brochures, Folding and Inserting for the billing and Collection of Property Taxes and Certified Tax Bill Notices.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. Sebis Direct, Inc. was selected based on established evaluation criteria.

Sponsors:

Indexes: MARIA PAPPAS, Cook County Treasurer

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/18/2020	1	Board of Commissioners	approve	Pass

PROPOSED CONTRACT

Department(s): Cook County Treasurer

Vendor: Sebis Direct, Inc., Bedford Park, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Tax Bill Printing Services

Contract Value: \$4,184,337.47

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Accounts: 11854.1060.10155.520496

Contract Number(s): 1830-17406

Concurrences:

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This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. Sebis Direct, Inc. was selected based on established evaluation criteria.

EXHIBIT 6

Identification of Subcontractor/Supplier/Subconsultant Form

Cook County

Office of the Chief Procurement Officer

Identification of Subcontractor/Supplier/Subconsultant Form

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.

Bid/RFP/RFQ No.: 1830-17406	Date: 01/08/2019
Total Bid or Proposal Amount: TBD	Contract Title: Printing & Mailing Services for CCTO
Contractor: Sebis Direct Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Envelopes Only
Authorized Contact for Contractor: David Brady	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Christine Craig
Email Address (Contractor): dave@sebis.com	Email Address (Subcontractor): christine@envelopesonly.net
Company Address (Contractor): 6516 W 74 th St.	Company Address (Subcontractor): 2000 S Park Ave.
City, State and Zip (Contractor): Bedford Park, IL 60638	City, State and Zip (Subcontractor): Streamwood, IL 60107
Telephone and Fax (Contractor) 312-243-9300 ext, 41 708-546-2006	Telephone and Fax (Subcontractor) 630-213-2500 630-213-7455
Estimated Start and Completion Dates (Contractor) May of 2019 to May of 2026	Estimated Start and Completion Dates (Subcontractor) May of 2019 to May of 2026

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>
<u>Envelopes</u>	<u>10% of total contract</u>

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.**

Contractor Sebis Direct Inc.

Name David Brady

Title Government Services Executive

Prime Contractor Signature

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Date 01/09/2019

Cook County

Office of the Chief Procurement Officer

Identification of Subcontractor/Supplier/Subconsultant Form

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.

Bid/RFP/RFQ No.: 1830-17406	Date: 01/08/2019
Total Bid or Proposal Amount: TBD	Contract Title: Printing & Mailing Services for CCTO
Contractor: Sebis Direct Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Montengro Paper LTD.
Authorized Contact for Contractor: David Brady	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Irma Bates
Email Address (Contractor): dave@sebis.com	Email Address (Subcontractor): Irma.bates@montenegro-inc.com
Company Address (Contractor): 6516 W 74 th St.	Company Address (Subcontractor): 25 E Main St.
City, State and Zip (Contractor): Bedford Park, IL 60638	City, State and Zip (Subcontractor): Roselle, IL 60172
Telephone and Fax (Contractor) 312-243-9300 ext, 41 708-546-2006	Telephone and Fax (Subcontractor) 630-894-0350 630-894-0095
Estimated Start and Completion Dates (Contractor) May of 2019 to May of 2026	Estimated Start and Completion Dates (Subcontractor) May of 2019 to May of 2026

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>
<u>Paper</u>	<u>13% of total contract</u>

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.**

Contractor Sebis Direct Inc.

Name David Brady

Title Government Services Executive

Prime Contractor Signature

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a horizontal line extending to the right.

Date 01/09/2019

EXHIBIT 7

Electronic Payables Program

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT 8

MB Real Estate Insurance Requirements and Request for Dock Access Form

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

Please type or print:

Date(s) of Delivery:	<input type="text"/>	Time	Start	End
			<input type="text"/>	<input type="text"/>

Delivery Company/Agency:	<input type="text"/>	Contact	<input type="text"/>
--------------------------	----------------------	---------	----------------------

Address:	<input type="text"/>	Phone	<input type="text"/>
----------	----------------------	-------	----------------------

Items to be delivered:

Intended Delivery Location:
(Please Check One)

Daley Center	<input type="text"/>	Room	<input type="text"/>	Contact	<input type="text"/>	Phone	<input type="text"/>
City Hall	<input type="text"/>	Room	<input type="text"/>	Contact	<input type="text"/>	Phone	<input type="text"/>
County Building	<input type="text"/>	Room	<input type="text"/>	Contact	<input type="text"/>	Phone	<input type="text"/>

Fax Completed Form To the Security Command Center @ (312) 603-6950 or Email to mloera@mbres.com

Security Command Center Phone: (312) 603-3471

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

DELIVERY PERSONNEL INFORMATION:

Driver:	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<i>Last</i>	<i>First</i> <i>Middle</i>	<i>Date</i> <i>Time</i>
License:	<input type="text"/>	<input type="text"/>	
	<i>Number</i>	<i>State</i>	

VEHICLE INFORMATION:

Vehicle:	<input type="text"/>	<input type="text"/>	<input type="text"/>
		<i>Model</i>	<i>Year</i>
License Plate:	<input type="text"/>	<input type="text"/>	Transportation License Number:
	<i>Number</i>	<i>State</i>	<input type="text"/>

For Delivery Purposes Only. Dock Access Form is not a Parking Permit. Vehicles Longer than 40' are not Allowed Between 6:00am and 6:00pm.

EXHIBIT 9

Economic Disclosure Statement and Execution Document Forms

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS 1-11
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 15-17
6	Cook County Signature Page	EDS 18

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 cookcountyll.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 the 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.

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.

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 States 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
None

Address

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 totalling 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:

6516 W 74th St. Bedford Park, Illinois 60638

- 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): **19302000160000**

(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 of 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: Sebis Direct Inc.

D/B/A: _____ FEIN # Only: 36-3201653

Street Address: 6518 W 74th St.

City: Bedford Park

State: Illinois

Zip Code: 60638

Phone No. 312-243-8300

Fax Number: 708-546-2006

Email: was@sebis.com

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
Wes Sanders	8613 West 120th Street Palos Park, IL 60464	100%

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

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

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
Wes Sanders	8613 W 120th Street Palos Park, IL 60464	President	Perpetual
Kathy Morrin	6516 W 74th St. Bedford Park, IL 60638	Executive Vice President	Perpetual

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

Wes Sanders

President

Name of Authorized Applicant/Owner Representative (please print or type)

Title

01/10/2019

Signature

Date

wes@sebis.com

312-243-9300

E-mail address

Phone Number

Subscribed to and sworn before me
this 10th day of January 2019

THOMAS F MUGHA
My commission expires
Notary Seal
Notary Public - State of Illinois
My Commission Expires Jan 4, 2022

X

Notary Public Signature

Notary Seal



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

Notification 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:

- ☐ Parent
- ☐ Child
- ☐ Brother
- ☐ Sister
- ☐ Aunt
- ☐ Uncle
- ☐ Niece
- ☐ Nephew

- ☐ Grandparent
- ☐ Grandchild
- ☐ Father-in-law
- ☐ Mother-in-law
- ☐ Son-in-law
- ☐ Daughter-in-law
- ☐ Brother-in-law
- ☐ Sister-in-law

- ☐ Stepfather
- ☐ Stepmother
- ☐ Stepson
- ☐ Stepdaughter
- ☐ Stepbrother
- ☐ Stepsister
- ☐ Halfbrother
- ☐ Halfsister

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Sebis Direct Inc.Address of Person Doing Business with the County: 6516 W 74th StreetPhone number of Person Doing Business with the County: 312-243-9300 ext. 22Email address of Person Doing Business with the County: wea@sebis.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:

David Brady, Government Services Executive, 312-243-9300 ext. 41 dave@sebis.com**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 preceding 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: 1830-17406

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,753,935.42

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: Jorge Robles, Senior Contract Negotiator 312-603-6928 Jorge.Robles2@cookcountyll.gov

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: SAME AS ABOVE.

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
NA			

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
NA			

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
NA			

CONTRACT #: 1830-7406

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*
---	--	--	----------------------------------

NA			
----	--	--	--

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*
--	--	--	----------------------------------

NA			
----	--	--	--

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*
--	--	--	----------------------------------

NA			
----	--	--	--

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

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, 2016, 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: 1830-7406

County Using Agency (requesting Procurement): Treasurer

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Sebis Direct Inc.

Substantial Owner Complete Name: Wes Sanders

FEIN# 36-3201653

E-mail address: wes@sebis.com

Street Address: 6516 W 74th St.

City: Bedford Park

State: Illinois

Zip: 60638

Home Phone: [REDACTED]

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.,

No Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

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

No Employee Classification Act, 820 ILCS 185/1 et seq.,

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

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

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 34-178(d), provided that the request for reduction or 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
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
- No Other factors that the Person or Substantial Owner believe are relevant.

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: 01/10/2019Name of Person signing (Print): Wes SandersTitle: PresidentSubscribed and sworn to before me this 11th day of JANUARY, 2019

X

Notary Public Signature

Notary Seal

THOMAS F. MUCHA

Official Seal

Notary Public - State of Illinois

My Commission Expires Jan 4, 2022

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: 1830-17406

County Using Agency (requesting Procurement): Treasurer

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Sebis Direct Inc.

Substantial Owner Complete Name: Wes Sanders

FEIN#: 36-3201653

Date of Birth: [REDACTED]

E-mail address: wes@sebis.com

Street Address: 6516 W 74th Street

City: Bedford Park

State: IL

Zip: 60638

Home Phone: [REDACTED]

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:

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

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

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

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

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or 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 34-178(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the Ineligible Person or Substantial Owner
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **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: Wes Sanders

Date: 02/04/2020

Name of Person signing (Print): Wes Sanders

Title: President

Subscribed and sworn to before me this 4th

day of

FEBRUARY

20 20

X

Thomas F Mucha
Notary Public Signature

Notary Seal

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

THOMAS F MUCHA
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 4, 2022

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Sebis Direct Inc.

Corporation's Name

312-243-9300

Telephone

Secretary Signature

President's Printed Name and Signature

wes@sebis.com

Email

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
 17th day of January, 2019.

Notary Public Signature

My commission expires:

Notary Seal

THOMAS F MUCHA
 Official Seal
 Notary Public - State of Illinois
 My Commission Expires Jan 4, 2022

*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.

**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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF July, 2020

APPROVED AS TO FORM:

Daniel H'Brennan Jr

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000.00)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2020

COM _____

CONTRACT TERM & AMOUNT

1830-17406
CONTRACT #

July 1, 2020 through June 30, 2025
ORIGINAL CONTRACT TERM

two, one-year renewal options
RENEWAL OPTIONS (If Applicable)

\$4,184,337.47
CONTRACT AMOUNT

June 18, 2020
COOK COUNTY BOARD APPROVAL DATE (If Applicable)