COUNTY-WIDE AGREEMENT
for
VEHICLE & EQUIPMENT PARTS MANAGEMENT AND SUPPLY SERVICES

CONTRACT NO: 12-30-185

BETWEEN

COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

AND

Genuine Parts Company DBA NAPA
(Based on City of Chicago Contract No. 19539)

COUNTY-WIDE AGREEMENT

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AGREEMENT

This Agreement is made and entered into as of May 1st, 2012 ("Effective Date") by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Office of the Chief Procurement Officer hereinafter referred to as "County" and Genuine Parts Company DBA NAPA, a corporation authorized to do business in the of the State of Illinois hereinafter referred to as "Contractor".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago solicited a formal Request for Proposal process for Vehicle & Equipment Parts Management and Supply Services and the Contractor was identified as the qualified and lowest cost provider for the goods and services; and

Whereas, the City of Chicago entered into a contract on September 30, 2009 for the provision of goods and services by the Contractor for the City relative to Vehicle & Equipment Parts Management and Supply Services ("the City of Chicago Contract"); and

Whereas, the County wishes to leverage the procurement efforts of the City of Chicago; and

Whereas, the County Highway Department desires certain specific and similar goods and services of the Contractor; and

Whereas, other County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts, as may be applicable via future amendments to this agreement; and

Whereas, the Contractor agrees to provide to the County Vehicle & Equipment Parts Management and Supply Services, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing and able to supply these goods and perform these services set forth in Exhibit 1, County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract as set forth in Exhibit 2 Price Proposal and incorporated herein by reference; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the City of Chicago Contract, hereto incorporated by reference as Exhibit 3 City of Chicago Contract, all as may be applicable to the County, excluding Exhibit 1 and 2 of the City Contract, which are not applicable and are replaced with the County Exhibits that are attached to this document; and

Whereas, the City of Chicago requires a 30% MBE/WBE percentage goal for this procurement, and the Contractor agrees to comply based on this MBE/WBE goal pertaining to procurements made through this County agreement via the submission of the Utilization Plan of Cook County's Economic Disclosure Statement; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

Whereas, when the United States Federal Government funding may be involved in the purchases or services rendered to the County through this agreement from the Contractor, the Special Conditions for Federal and Grant Funded Projects are invoked as referenced in Exhibit 5; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

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

Exhibit 1	County Statement of Work
Exhibit 2	County Price Proposal
Exhibit 3	City of Chicago Contract (Contract No. 19539)
Exhibit 4	General Conditions
Exhibit 5	Special Conditions for Federal and Grant Funded Projects
Exhibit 6	Evidence of Insurance
Exhibit 7	Cook County Board Authorization

EXHIBIT 1

County Statement of Work

Project Title: Cook County Highway Department and Genuine Parts Company DBA NAPA Integrated Business Solutions (IBS) Proposal

Cook County Highway Department
Executive Summary

On-Site Integrated Business Solutions (IBS)

Genuine Parts Company proposes to provide a complete on-site parts operation. This Integrated Business Solutions (IBS) operation will emulate the City of Chicago IBS operation. This Cook County operation will include NAPA-owned inventory based primarily on the history file of the existing stock and vehicles in fleet. NAPA will provide a NAPA Parts Professional at your facility to manage and operate the location and a delivery driver to deliver parts and supplies to other County Highway facilities and other Cook County Departments and Agencies. The Cook County Highway Department would be responsible for the operating expenses and other County Departments could share in the expenses, depending on their usage. See attached Operating Statement. Our parts operation will provide the services listed in the Operational Services section below.

Operational Services:

- A balanced inventory tailored to the Cook County Highway Department's maintenance needs.
- Access to the area's largest inventory of automotive and heavy-duty replacement parts, paint, supplies and equipment. This access would include daily stock orders from our Naperville Distribution Center as well as additional company and independent vendor sources throughout the market are or available in other locations. Sourcing in the Chicago market also includes established relationships with various O.E. and Specialty Vehicle
- Both original equipment and original equivalent parts are available to the Cook County Highway Department.
- Provide tires and bulk lubricants and related supplies.
- All limited warranties available from the manufacturer.
- All necessary equipment applicable to the pilot location.

- Training (both classroom and hands-on) through our manufacturers' representatives and factory training instructors. Plus, over 95 DVD training tapes, 80 manufacturer clinics, and 46 toll-free tech service numbers.

- The availability of assigned factory representatives who can offer personal service and assistance as needed.

- A TAMS (Total Automotive Management System) computer with the following capabilities:
  - Invoicing
  - Cataloging
  - Master Interchange
  - Inventory Control
  - Custom Pricing
  - Inventory on Stocking Information
  - Inventory on Order Information
  - Inventory on Backorder Information
  - Lost Sales Report and Analysis
  - Automatic Inventory min/max Review
  - Inventory Cost

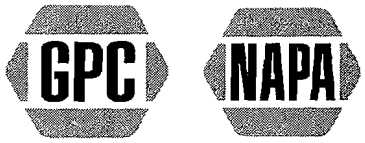
- Ability to check inventory levels and order from any of NAPA's Distribution Centers in the U.S. as well as local NAPA outlets if necessary.

- All daily and monthly reports generated by our TAMS computer upon request by authorized Cook County Highway Department Management.

- Properly invoice all parts at the time of sale.

- Detailed statements showing all invoice numbers and amounts purchased.

- Enter any information into the Cook County Highway Department owned computer at the time of sale as required by the Cook County Highway Department Management including complete repair order information. (See fleet focus comments)



Project Title: Cook County Highway Department and Genuine Parts Company DBA NAPA Integrated Business Solutions (IBS) Proposal

Customer Requirements / Implementation Plan

Customer Requirements

- Improved service
- Decrease parts purchase cost
- Decrease inventory and personnel cost
- Decrease transaction cost

NAPA Implementation

- Improve service
  - Streamline distribution functions
- Decrease parts purchase costs
  - Direct vendor purchases where applicable
  - Purchase parts from vendors using procurement card (vendor paid within 48 hours).
  - Inventory enhanced at site, less reliance on vendor.
- Decreased inventory cost
  - Cook County Highway Department no longer has inventory carrying costs at repair facilities or at distribution center.
- Decreased procurement / transaction costs
  - RFP / contracts for parts no longer necessary
  - Elimination of purchase order costs
  - Elimination of transaction costs
- Elimination of inventory liability
  - Obsolescence
  - Inventory loss

Cook County Highway Department
Service Spaces

The Service Spaces shall be established at the following locations of the County:

District 1: 2325 Meacham Rd, Schaumburg, IL 60195

District 2: 2101 Ballard Rd., Des Plaines, IL 60016

District 3: 901 East 26th Str., LaGrange Park, IL 60562

District 4: 8900 West 135th St., Orland Park, IL 60462

District 5: 13600 South Ashland Ave., Riverdale, IL 60827

EXHIBIT 2

County Price Proposal

Cook County Price Proposal

This County-Wide Agreement will enable an overall value that will not exceed $700,000 through the contract end date of September 30, 2014.

Of the total amount, the Cook County Highway Department has allocated $500,000 for the usage of the Vehicle & Equipment Parts Management and Supply Services of this contract.

Price Proposal

Cook County Highway Department — **Estimated Operating Expenses: Proforma**

Projection	Monthly Proforma	% to SALES	Annual Proforma	% to SALES	
Customer Purchases	**25,000**		**300,000**		**Parts Bill For Customer**
Cost of Goods to NAPA	23,250	93.00%	279,000	93.00%	
NAPA Markup on Parts	1,750	7.00%	21,000	7.00%	
GROSS PROFIT	**1,750**	**7.00%**	**21,000**	**7.00%**	
Management / General Office	**247**	**0.99%**	**2,964**	**0.99%**	Fixed Expense @ .99% of sales, Accounting & Data Processing Fee
Payroll					
Manager/Counter Salaries	4,000	16.00%	48,000	16.00%	1 Parts Manager
Delivery Driver Salaries	0	0.00%	0	0.00%	No Drivers
Pension	104	0.45%	1,248	0.42%	Fixed Expense @ .45% of sales
Insurance	653	2.61%	7,836	2.61%	Mainly Group Insurance Premiums
Workers Comp Insurance	100	0.40%	1,200	0.40%	Insurance - General and Worker's Comp
FICA	400	1.60%	4,800	1.60%	Payroll Taxes for Employee's @ this Location
Total IBS Payroll	**5,257**	**21.03%**	**63,084**	**21.03%**	
Miscellaneous Expenses					
Delivery Truck Insurance	0	0.00%	0	0.00%	Delivery Trucks, Insurance Premium
Delivery Maintenance/Gas	0	0.00%	0	0.00%	Vehicle Repairs, Fuel
Truck Payment	0	0.00%	0	0.00%	Delivery Trucks with a Lease/Depreciation Payment
Dep- F. & F.	85	0.34%	1,020	0.34%	
Store Expenses	165	0.66%	1,980	0.66%	Misc. Store Expenses (Fax Machine, Fax Paper, Printer Ribbons etc.)
TAMS Inventory Computer	750	3.00%	9,000	3.00%	TAMS Computer & Equip. Lease/Depreciation Expense, Maint./Support Fee's & Tams Misc. Expenses
Freight & Postage	100	0.40%	1,200	0.40%	Freight Charges Incurred by this Operation.
Training	0	0.00%	0	0.00%	Training Materials for NAPA Employee's
TOTAL MISC. EXP.	**1,100**	**4.40%**	**13,200**	**4.40%**	
TOTAL EXPENSES	**6,604**	**26.42%**	**79,248**	**26.42%**	Total monthly Expenses to Operate this IBS

Price Proposal

Cook County Highway Department — **Estimated Operating Expenses: Plus One Driver**

Projection	Monthly Proforma	% to SALES	Annual Proforma	% to SALES	
Customer Purchases	**25,000**		**300,000**		**Parts Bill For Customer**
Cost of Goods to NAPA	23,250	93.00%	279,000	93.00%	
NAPA Markup on Parts	1,750	7.00%	21,000	7.00%	
GROSS PROFIT	**1,750**	**7.00%**	**21,000**	**7.00%**	
Management / General Office	**247**	**0.99%**	**2,964**	**0.99%**	Fixed Expense @ .99% of sales, Accounting & Data Processing Fee
Payroll					
Manager/Counter Salaries	4,000	16.00%	48,000	16.00%	1 Parts Manager
Delivery Driver Salaries	1,647	6.59%	19,760	6.59%	
Pension	104	0.45%	1,248	0.42%	Fixed Expense @ .45% of sales
Insurance	1,306	5.22%	15,672	5.22%	Mainly Group Insurance Premiums
Workers Comp Insurance	200	0.80%	2,400	0.80%	Insurance - General and Worker's Comp
FICA	800	3.20%	9,600	3.20%	Payroll Taxes for Employee's @ this Location
Total IBS Payroll	**8,057**	**32.23%**	**96,680**	**32.23%**	
Miscellaneous Expenses					
Delivery Truck Insurance	214	0.86%	2,568	0.86%	Delivery Trucks, Insurance Premium
Delivery Maintenance/Gas	450	1.80%	5,400	1.80%	Vehicle Repairs, Fuel
Truck Payment	300	1.20%	3,600	1.20%	Delivery Trucks with a Lease/Depreciation Payment
Dep- F. & F.	85	0.34%	1,020	0.34%	
Store Expenses	165	0.66%	1,980	0.66%	Misc. Store Expenses (Fax Machine, Fax Paper, Printer Ribbons etc.)
TAMS Inventory Computer	750	3.00%	9,000	3.00%	TAMS Computer & Equip. Lease/Depreciation Expense, Maint./Support Fee's & Tams Misc. Expenses
Freight & Postage	100	0.40%	1,200	0.40%	Freight Charges Incurred by this Operation.
Training	0	0.00%	0	0.00%	Training Materials for NAPA Employee's
TOTAL MISC. EXP.	**2,064**	**8.26%**	**24,768**	**8.26%**	
TOTAL EXPENSES	**10,368**	**41.47%**	**124,412**	**41.47%**	Total monthly Expenses to Operate this IBS

EXHIBIT 3

City of Chicago Contract (Contract No. 19539)

Contract Summary Sheet

Contract (PO) Number: 19539

Specification Number: 65195

Name of Contractor: GENUINE PARTS COMPANY DBA NAPA

City Department: DEPT OF FLEET MGMT

Title of Contract: VEHICLE & EQUIPMENT PARTS MANAGEMENT & SUPPLY SERVICES

Term of Contract: Start Date: 9/30/2009

End Date: 9/30/2014

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$190,000,000.00

Brief Description of Work: VEHICLE & EQUIPMENT PARTS MANAGEMENT & SUPPLY SERVICES

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1068105
Submission Date:

6/18/09

Specification #: 65195
Contract (PO) #: 19539
Vendor #1068105A

AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND

GENUINE PARTS COMPANY

RICHARD M. DALEY
MAYOR

VEHICLE AND EQUIPMENT PARTS MANAGEMENT
AND SUPPLY SERVICES

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Exhibit 4	Parts Supply Performance Standards
Exhibit 5	Parts Pricing
Exhibit 6A	Parts Distribution Procedures -- City Personnel
Exhibit 6B	Parts Distribution Procedures -- Road Service Trucks
Exhibit 7	Contractor's Compensation and Annual Budgets
Exhibit 8	Hardware/Software Maintenance Services
Exhibit 9	MBE/WBE Special Conditions
Exhibit 10	Economic Disclosure Statement and Affidavit
Exhibit 11	City of Chicago Inventory Policies and Procedures
Exhibit 12	Insurance Requirements and Evidence of Insurance

AGREEMENT

This Agreement is entered into as of this 30th day of September, 2009 (the "Effective Date"), by and between Genuine Parts Company, a corporation organized under the laws of Georgia and authorized to do business in Illinois ("Contractor" or "NAPA"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "City"), acting through its Department of Fleet Management (the "Department" or "DFM"), at Chicago, Illinois.

RECITALS

WHEREAS, Contractor is currently under contract with the City to provide vehicle and equipment parts supply and management services by, in part, licensing space in the City's primary and satellite maintenance facilities (collectively, "Facilities"), the names and addresses of such spaces and Facilities are set forth in Exhibit 2 of this Agreement;

WHEREAS, City desires to continue having a contractor perform the parts acquisition operations for all the Facilities and to continue managing the inventory of all parts at the Department's primary facility at the North and Throop warehouse (the "Warehouse ") and continue distribution operations at each of the other Facilities and management of the inventory of the parts rooms at each of the other Facilities. Therefore, the City issued a Request for Proposal for Vehicle and Equipment Parts Management and Supply ("RFP"). Several responses were received, and of those responses, the response submitted by Contractor was determined to be the most advantageous to the City;

WHEREAS, the City has negotiated with Contractor for the provision of the vehicle and equipment parts supply and management services described in this Agreement. Contractor confirms that it is ready, willing and able to continue performance in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the City and Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth here.

ARTICLE 2. DEFINITIONS

2.1 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 work required pursuant to Article 3 of this Agreement and the Exhibits hereto, and all work reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department must be formalized in a written amendment to this Agreement that is executed as required by the terms of Section 10.3.

"Agreement" means this vehicle and equipment parts management and supply 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.

"Agreement Year" means each calendar year, or portion thereof, during the term of this Agreement, provided that the first Agreement Year shall be the period from the Effective Date of this Agreement through December 31, 2009.

"Annual Budget" means the budget for any Agreement Year, consisting of a detailed itemization of the maximum projected costs and expenses expected to be incurred for the Services, including staffing schedules for the Services for the Agreement Year, as such budget may be modified from time to time in accordance with the terms and provisions of this Agreement.

"Chief Procurement Officer" means the chief procurement officer of the Department of Procurement Services of the City of Chicago and any representative duly authorized in writing to act on his behalf.

"City Parts" means vehicle parts, equipment, materials, supplies and fluids (except for fuel) owned by the City and includes parts and equipment purchased directly by the City or through City contracts with third party vendors and parts that are reconditioned by the City.

"Commissioner" means the Commissioner of the Department of Fleet Management.

"Contractor Parts" means vehicle parts, equipment, materials, supplies and fluids (except for fuel) other than City Parts, kept in Contractor's inventory for the purposes of this Agreement, including NAPA branded parts or OEM parts procured by Contractor.

"Department" means the City of Chicago Department of Fleet Management.

"Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of Section 3.13 of this Agreement.

"Parts" means City Parts and Contractor Parts.

"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.

"Service Spaces" means the spaces in the Facilities listed in Exhibit 2 licensed to Contractor under this Agreement for conducting the Services.

"Subcontractor" means any person or entity that has been retained by Contractor in connection with this Agreement, including subcontractors of any tier, whether or not in privity with Contractor. For the avoidance of doubt, "Subcontractors" includes all minority and women's business enterprises listed in Schedules C-1 and D-1 in Exhibit 9.

2.2 Interpretation

(a) The term "including" means "including, without limitation" unless the context clearly states otherwise.

(b) 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.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table 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.

(e) 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.

(f) All references to a number of days mean calendar days, unless expressly indicated otherwise.

2.3 Incorporation of Exhibits

The following Exhibits, which are attached to this Agreement, are hereby made a part of this Agreement as if set forth here in their entirety:

Exhibit 1	Hours of Operation
Exhibit 2	Service Spaces
Exhibit 3A	System Functional Specifications and Interface Requirements
Exhibit 3B	City Hardware and Software Standards
Exhibit 4	Parts Supply Performance Standards
Exhibit 5	Parts Pricing
Exhibit 6A	Parts Distribution Procedures -- City Personnel
Exhibit 6B	Parts Distribution Procedures -- Road Service Trucks
Exhibit 7	Contractor's Compensation and Annual Budgets
Exhibit 8	Hardware/Software Maintenance Services
Exhibit 9	MBE/WBE Special Conditions
Exhibit 10	Economic Disclosure Statement and Affidavit
Exhibit 11	City of Chicago Inventory Policies and Procedures
Exhibit 12	Insurance Requirements and Evidence of Insurance

2.4 Order of Precedence of Component Contract Parts

Unless otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between the terms set forth in Articles 1 through 12 of this Agreement, and the terms and conditions set forth in the Exhibits to this Agreement, then the terms and conditions set forth in Articles 1 though 12 of this Agreement will take precedence over the terms set forth in the Exhibits.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.1 Rights and Obligations of Contractor to Service Spaces

During Contractor's performance of the Services, the City grants Contractor a revocable, non-exclusive license to conduct the Services and for no other purpose, in the Service Spaces, subject to the terms of this Agreement. Contractor accepts from the City the license and the rights and assumes the duties of Contractor provided in this Agreement.

This Agreement creates a license only and Contractor acknowledges that Contractor does not and must not claim at any time any real property interest or estate of any kind or extent whatsoever in the Service Spaces by virtue of this license or Contractor's use of the Service Spaces under this Agreement. Further, Contractor acknowledges that this license is not a license coupled with such an interest or an irrevocable license.

3.2 Scope of Services

A. General

This description of the Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor will provide under this Agreement. Contractor will provide the Services in accordance with the standards of performance set forth in Section 3.12 and Exhibit 4. The Services also include, but are not limited to, those described in the Exhibits to this Agreement. The Services must be provided in accordance with any timetables that are stated in this Agreement.

B. Overview of Services

(1) Services. The Services consist of those services necessary for the procurement, supply, inventory and general management of the Department's vehicle and equipment parts, as more particularly described in this Agreement. The Services are described in greater detail hereunder.

(2) No Notice to Proceed. Because Contractor has provided services substantially identical to the Services and will be performing such services prior to the start of this Agreement, the Commissioner will not issue a Notice to Proceed concerning the Services. Following the execution of this Agreement, Contractor shall continue to

provide the services but in accordance with the terms of this Agreement. Contractor must undertake all of the Services described herein.

3.3 Use of the Service Spaces

(1) Contractor must conduct the Services in the Service Spaces under the terms of this Agreement from the Effective Date and continue them uninterrupted after that date during all required hours of operation during the term of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

(2) The Service Spaces must not be used for any purposes other than those expressly permitted under this Agreement, unless the Commissioner gives his express written consent. Contractor must comply in its use, occupancy and operation of the Service Spaces and its design and construction of Service Spaces, if applicable, with all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes including all environmental laws. Contractor is responsible for clean-up of the Service Spaces and custodial services in the Service Spaces and must maintain the Service Spaces in a presentable manner.

(3) Contractor must not conduct its Services in a manner that in the reasonable judgment of the Commissioner:

(i) interferes or might interfere with the reasonable use by others of areas in which the Service Spaces are located.
(ii) would, or would be likely to, constitute a hazardous condition at the Service Spaces.
(iii) would, or would be likely to, increase the premiums for insurance policies maintained by the City.
(iv) would involve any illegal purposes.

(4) Contractor will not use the Facilities or Service Spaces or other property furnished by the City for provision of parts to vehicles not owned or leased by the City (except as this Agreement may be amended). Contractor will not use City property for any personal advantage, business gain or other personal endeavor by Contractor or its employees other than in the performance of the Services described in this Agreement.

(5) The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the Facilities or the Service Spaces. Contractor will be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing no later than 30 days after the effective date of this Agreement and prior to the commencement of the Services.

(6) All employees of Contractor providing Services in the Service Spaces must at all times be clean, courteous, neat in appearance and helpful to the City's employees. While on duty, Contractor's employees must be identified by some form of identification as may be required by the Commissioner from time to time. Contractor must not (i) commit or allow any nuisance, noise or waste in the Service Spaces or (ii) annoy, disturb or be offensive to others in the areas in which the Service Spaces are located.

(7) If Contractor complies with the terms of this Agreement, Contractor will have the right of ingress to and egress from the Service Spaces for Contractor, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City or any other governmental agency or authority.

(8) Contractor will be responsible for all damage to Service Spaces that is caused in any way by Contractor, its officers, employees, agents, Subcontractors, vendors, suppliers, or invitees. Contractor will repair and/or replace any such damage at its sole expense.

3.4 Supply, Inventory Management and Distribution of Parts

A. Supply of Required Parts.

(1) Procurement of Contractor Parts. Contractor must procure and deliver Contractor Parts required for the operation and maintenance of all City vehicles and equipment maintained by the Department. Contractor Parts must be procured and delivered in accordance with the quality and availability standards set forth in Section 3.4D(3) and Exhibits 4, 6A and 6B and shall be owned by Contractor until disbursed by Contractor to City pursuant to the procedures set forth in Exhibits 6A and 6B. In order to perform the foregoing, Contractor must continually identify, establish and manage all necessary sources of supply and place, process and track all orders with the various parts vendors. Contractor must also be responsible for processing payments to the vendors for products purchased for use on the City's fleet. Contractor may charge the City only for Contractor Parts that Contractor distributes in accordance with the procedures set forth in Exhibit 6A and 6B.

(2) Procurement of City Parts. The City hereby reserves the right to obtain City Parts because the City considers such parts and supplies critical to the service and repair of vehicles and equipment during emergency situations, or because City determines it to be in the best interest of the City to retain purchasing control. Contractor must manage and disburse City Parts. Commissioner may from time to time specify what parts are to be considered City Parts. Parts cannibalized from City vehicles or rebuilt/remanufactured in-house will be considered City Parts even if they were initially Contractor Parts. City Parts will be issued for use on City vehicles at no cost to the City. The Commissioner may direct Contractor to restock inventory through existing City contracts, in which case, Contractor will do so upon receipt of written confirmation from the Commissioner for such order. Contractor will not assume any such contracts. All invoices for such orders will be sent by the seller directly to Contractor, and Contractor shall rebill the City for such orders on a weekly basis. In addition, the City may choose to restock inventory directly (without involving Contractor) and have such parts and supplies delivered to the Facilities for distribution by Contractor, and Contractor will distribute such parts at no cost to the City.

(3) Other Departments. At the direction of the Commissioner, Contractor must also provide Parts required for the operation and maintenance of vehicles and

equipment maintained by other City departments or sister agencies on the same terms contained in this Agreement.

B. Inventory Maintenance.

(1) Baseline Inventory. Contractor must, within seven days of the Effective Date, provide the Department with a total inventory of parts as of the Effective Date.

(2) Manage Inventory. The Contractor must manage an inventory of Parts at the Facilities in accordance with the quality and availability standards set forth in this Agreement. The Contractor must take possession of City Parts, add them to inventory and manage City Parts using Fleet Focus M4. Inventory management must be in accordance with the specifications and interfaces in Exhibits 3A and 3B. Contractor must input to the City's Fleet Focus M4 system all information relating to the vehicle and equipment parts supply operations. Upon mutual agreement between the City and the Contractor, the Contractor may also be asked to own and manage an inventory of maintenance parts and related supplies at facilities operated by other City departments or sister agencies. Contractor must input all warranty information into the City's M4 system before a part is sold to the City. The Contractor must manage the City Parts in accordance with the City of Chicago's Inventory Policies and Procedures, as applicable, listed in Exhibit 11.

(3) Mandatory Inventory Items. From time to time the Commissioner may designate, in his discretion, certain parts that must be maintained at each of the Facilities and set inventory levels for such parts. Contractor must maintain the required inventories of those parts during the term of this Agreement. The quantity of the inventory will be subject to continuous review by the City. On a monthly basis the City may revise the list of required parts and inventory levels to be maintained. Contractor must comply with any such changes at its expense within one month of notification of revisions. The Contractor must manage the City Parts in accordance with the City of Chicago's Inventory Policies and Procedures listed in Exhibit 11.

C. Counter Service.

(1) Disbursement and Assistance. The Contractor will provide on-site counter service in the Service Spaces. Counter service must meet the parts availability standards set forth in Exhibit 4. Contractor will comply with the procedures set forth in Exhibit 6A and 6B for distributing parts and supplies to City employees. If Contractor cannot provide an item within the timeframe needed, Contractor must promptly notify the City to make alternative arrangements to procure the item. Nothing in this Section shall limit the City's ability to declare Contractor in default for failing to meet the requirements of this Agreement, including those in Exhibit 4, 6A and 6B. The City will, in addition to on-site counter service, rely on the Contractor to provide technical assistance and guidance regarding optimization of parts supply at the Department.

(2) Disbursement of City Parts. Contractor will distribute City Parts at no further cost to the City. Contractor must distribute and exhaust City Parts when those parts are needed by the Department before Contractor distributes any Contractor Parts of like items.

(3) Hours of Operation. Hours of operation for counter service are set forth in Exhibit 1. The normal (not due to seasonal change) hours of operation may change due to the operational needs of the Department or other City departments. Contractor must, if requested by the Commissioner, decrease or increase the hours of operation of any or all of the Service Spaces from those hours specified in Exhibit 1. Any adjustments to the Annual Budget caused by such revisions will be accomplished by amendment to this Agreement in accordance with Section 10.3. Contractor must staff the Parts supply operations at the Service Spaces at such hours as are directed by the Commissioner.

(**4) Obsolescence**. Contractor will assist the City in identifying Parts that are obsolete or unneeded. Contractor will assist the City in returning such obsolete or unneeded inventory to the product manufacturers or otherwise disposing of them all as determined and approved by the Chief Procurement Officer.

(5) Emergency Services. In addition to the foregoing, Contractor must comply with the Commissioner's requests to provide stand-by parts supply outside of the hours designated in Exhibit 1. The City will notify Contractor when a requirement exists and the nature and anticipated duration of the response needed by Contractor. Contractor must be on-site to provide service with the appropriate complement of personnel within one hour of notification that such services are required. Such emergency stand-by work shall be provided at the hourly rates set forth in Exhibit 7.

D. Quality of Parts to be Furnished: Warranties on Contractor Parts

(1) Administration of Warranty Claims. If so requested by the City, Contractor will administer warranty claims for Parts.

(2) Warranty of Contractor Parts. Notwithstanding inspection and acceptance by the City, parts and supplies furnished under this Agreement will be warranted by the Contractor. All items must include full manufacturer's warranties and guarantees or better coverage in cases where the City has negotiated extended terms with vehicle and/or component OEM's. The Contractor must guarantee all items purchased for vehicle and equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement for defective, inferior, or non fit items shall be guaranteed. If any Contractor Part is defective, inferior, or does not fit the intended application, Contractor must at no extra charge replace the part with a part meeting the terms of this Agreement at the site of the failure or distribute the part to City personnel at the Service Spaces at the City's option.

(3) Quality of Contractor Parts to be Furnished. The following is in addition to the foregoing warranties. Contractor Parts must be new and must meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). However, if the original manufacturer has updated the quality of the parts for the current product, parts purchased after the change will meet or exceed the updated quality specification. The City must specifically approve new product lines or changes to existing product lines before they are introduced for use. If more than one grade of

product is available that meets the requirements of this subsection, the City may designate which grade will be made available for use. The City may at any time refuse any particular product and require a specific substitute to be used. Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances. Notwithstanding the requirements of this section, the Contractor must provide all parts in accordance with the requirements of Exhibits 5 and 7.

E. Road Service Trucks

Contractor must provide all inventory for these trucks as determined by the Commissioner. Contractor will comply with all the procedures set forth in Exhibit 6B in distributing parts and supplies to the Department's road service trucks. The cost of any such parts shall be invoiced to the City after Contractor disburses them to City personnel for use in the trucks.

3.5 Record Keeping, Reference Material and Reporting Requirements

Contractor must maintain the following information:

A. Records. Contractor must provide authorized representatives of the City, at all reasonable times, with access to and copies of all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards and memorandum relating to this Agreement, and with cost verification for Parts upon demand.

B. Reference Files and Procedures. Contractor must maintain, or have access to, service manuals, parts manuals, service bulletins, lubrication charts, and other information necessary to procure and supply Parts to properly service and repair the City's fleet. Contractor must make these materials available to the City upon request. These records become the property of the City at the termination of this Agreement.

C. Daily and Monthly Report. Contractor must submit a daily report to the City that fully describes the Parts supplied on the prior business day, by work order, by unit number and by line item with costs assigned. The daily report must also itemize the time required to deliver the part. The monthly report must summarize the parts supplied the previous month by category, including overall cost and will include demonstration of compliance with performance standards required by this Agreement.

D. Annual Reports. On the calendar year of the effective date of this Agreement and every other anniversary date thereafter, Contractor must submit to the City written annual reports that summarize the year's activity in formats agreed upon by the parties.

E. Ad Hoc Reporting. The City reserves the right to obtain additional reports as required.

F. Sales and Warranty Reports. Not later than February 16th of each Agreement Year, Contractor shall supply reports relating to sales, warranty claims and warranty reimbursements data for the fiscal year that ended on the preceding December 31st. Such reports must include a report of Contractor's denial of City warranty claims in total, with that total broken down by the top five OEM suppliers, a sixth category for the other OEM parts suppliers combined and a category for NAPA, including the reason for such denial.

After receiving all such reports , the Contractor will meet with the City of Chicago to review the reports and identify processes the City can implement to ensure that maximum warranty reimbursement benefits are realized.

3.6 Management Information System

A. The System

(1) Contractor must track and manage information related to the Parts through the use of a system composed of Contractor's tracking system, known as TAMS, the City's parts management system, Fleet Focus M4, and an interface (the "Interface") between the two (collectively, the "System"). Contractor must maintain that portion of the Interface related to TAMS so that that the System works and meets the standards set forth in this Agreement. Contractor must also cooperate with the City or its vendor and licensors in the maintenance of that portion of the Interface related to M4. Contractor will use and operate the System solely for the benefit of the City, using the System to manage and optimize the Parts inventories, to obtain parts from vendors in a cost-effective and expeditious manner, and to perform the other functions detailed in this Agreement. Contractor warrants to the City that the System is fit for the purposes of managing and optimizing its parts inventory and for obtaining parts from its vendors in the most cost-effective manner possible.

(2) Contractor must operate the System, including all required software and all computer workstations and related equipment, as described in detail in Exhibits 3A to this Agreement. Contractor will take all steps necessary at all times to ensure that the System is fully functional and performs in accordance with the functional specifications attached as Exhibit 3A. Contractor will retain title to and risk of loss for equipment it uses to operate the System except as otherwise specified in this Agreement.

(3) Contractor must supply all computer hardware and software necessary to connect M4 to Contractor's supply network and make all data available to the Department's central offices.

(4) Contractor must ensure that the System automatically backs-up and stores all Parts-related information. The information must be stored in an off-site location and the information must be stored in a manner that will allow the City or Contractor to recover and reinstall such information expeditiously.

B. Contractor's Software

TAMS application software consists of a software package developed by Contractor for its own operations as it may be customized by Contractor for the City ("Proprietary Software"). Contractor will retain all ownership rights in the Proprietary Software, however, Contractor hereby grants the City an irrevocable (as long as this Agreement is in effect), non-exclusive, fully-paid, royalty-free license to use the Proprietary Software and any associated user documentation, through its employees, agents, consultants and contractors, in accordance with the terms and conditions of this Agreement for the term of this Agreement and any extensions hereto.

Contractor will provide a terminal with the Proprietary Software (or will provide its Proprietary Software on a computer provided by the City) at the Department's central facility in order to allow Department personnel to directly access City-related information on the System.

C. Custom Software

In the event that Contractor performs any custom programming on Proprietary Software, Contractor hereby grants the City a perpetual, irrevocable, fully-paid and royalty-free license to use such custom-designed software (the "Custom Software").

Following the expiration or termination of this Agreement the City may use the Custom Software on any or all equipment used, owned or controlled by the City or entities controlled or affiliated with the City, and like or similar organizations that may hereafter be formed or connected with the City, for no additional fee. The City will have the right to reproduce the Custom Software solely for the City's use. The City will not sell, disclose or otherwise distribute the Custom Software to any third party at any time, but the City reserves the right, after the expiration or termination of this Agreement, through its employees, agents, consultants and contractors to modify or maintain the Custom Software.

After the Custom Software, if any, is developed, Contractor will provide to the City all source code for Custom Software.

D. Third-Party Software

Contractor must secure for the City all licenses (or sublicenses) for all software, if any, that is developed by a third party and included by Contractor as part of the System ("Third-Party Software"). All costs for any licenses for Third-Party software shall be borne by Contractor and shall not be reimbursed by the City. Prior to the expiration or termination of this Agreement, Contractor will ensure that the City's licenses (or sublicenses) continue to be in force for all Third-party Software after the expiration or termination, and that the City will be able to continue to use all Third-party Software after the expiration of termination hereof.

E. Maintenance Fees.

As part of the Annual Budget for every year that this Agreement is in effect, a line item of $13.34 per Facility per month will be charged to the City for maintenance services regarding the Proprietary Software, Custom Software, and Third Party Software. The maintenance services that Contractor will provide for the monthly maintenance charge are specified in Exhibit 8.

F. Warranty

Contractor warrants that the System, including the Interface and Custom Software, if any, will conform to the functional specifications attached hereto as part of Exhibit 3A and all other requirements set forth in this Agreement for the term of this Agreement and any extensions thereto. Contractor will for the term of this Agreement at its own expense repair or replace any deficiencies as soon as they are discovered. Contractor further warrants the System from failure of operation from ordinary use for the term of this Agreement and any extensions thereto. Contractor further warrants that TAMS will for the term of this Agreement and any extensions thereto communicate seamlessly through the Interface with Fleet Focus M4 all information described above for each transaction and that Contractor will for the term of this Agreement at its own expense repair or replace any deficiencies in the Interface as soon as they are discovered.

3.7 Relocation/Modification/Return of the Service Spaces

A. If, during the term of this Agreement, it becomes necessary, in the sole discretion of the Commissioner, for the Service Spaces to be reduced, increased, modified or relocated, Contractor will cooperate fully with the City to carry out any such changes at Contractor's expense, provided, however, that if Contractor is requested to construct additions or modifications to the Service Spaces such work shall be at the City's expense after written amendment to this Agreement in accordance with Section 10.3. Any changes to the Service Spaces requested by Contractor (or any relocation of the Service Spaces requested by Contractor) may not be done without the Commissioner's prior written approval and will be at the sole expense of Contractor.

B. At the termination or expiration for any reason of this Agreement or Contractor's license as to any portion of the Service Spaces, Contractor must promptly, quietly and in good order quit, deliver up and return the Service Spaces (or that portion as to which the license has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear excepted. Contractor must remove all Contractor Parts (subject to the City's right to purchase such parts under Section 9.6 hereof) and personal property from the Service Spaces or the portions of the Service Spaces before the date of termination (subject to Contractor's obligation to cooperate with the City in an orderly transition under Section 9.7). Any property of Contractor not removed by Contractor in accordance with this Section is deemed abandoned and the Commissioner may dispose of it as he sees fit, without any liability to Contractor or any other person.

3.8 Additional Services

The City may desire to add Additional Services to this Agreement. Such Additional Services may be added to this Agreement by written amendment executed in accordance with Section 10.3.

3.9 Right of Entry, Right of Inspection

A. Access to the Service Spaces (as defined depending upon the phase of the Services then in effect) shall be restricted to Contractor employees and authorized Contractor representatives (for their performance of the Services) as well as City personnel as described in this Section. During normal business hours, Contractor must have, at all times, an authorized representative at such Service Spaces to accompany the City if it requires access to the Service Spaces. Additionally, the central warehouse will be staffed 24 hours a day and seven days a week, except as specified in Exhibit 1. Upon the City's demand for access, the Contractor's authorized representative must immediately admit City personnel in the Service Spaces and must accompany City personnel in the site visit. During normal business hours, the City will only have access to the Service Spaces through such Contractor authorized representative. Contractor must have an employee on call 24 hours a day, seven days a week, to respond to demands for City access to the Service Spaces in hours other than normal business hours. If the City requires access to the Service Spaces at such times, it must contact such employee, who, upon demand for access, must immediately accompany City personnel in the Service Spaces.

B. In addition to all other rights of audit or inspection that the City may have under this Agreement, the City has the right to examine the inventory levels kept at the Service Spaces at any time, and the City will have the right to perform any other reasonable examination of Contractor's operations at any time, and shall have access to the Service Spaces to conduct such examinations as provided herein.

3.10 No Security Interest

The City does not grant Contractor any interest in any City property under this Agreement including any security interest in any City Parts while that inventory is being administered by Contractor. The City may not encumber any Contractor Part until it is disbursed to the City.

3.11 Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. Deliverables include written reviews and recommendations, all reports, and all other documents required to be produced by Contractor for the City as part of the Services pursuant to the terms of this Agreement.

The City can 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 City made this Agreement or for

which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement pursuant to Sections 9.1 and 9.2.

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 City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under the Agreement.

3.12 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it may be entrusted with or have access to valuable and confidential information and records of the City, and with respect to that information Contractor agrees to be held to the standard of care of a fiduciary, provided, however, that the City's only remedy for Contractor's breach of such fiduciary duty is a breach of contract claim and not a claim for breach of fiduciary duty. Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor 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 City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

3.13 Personnel

A. Adequate Staffing

Upon receiving a fully executed copy of this Agreement, Contractor must assign and maintain during the term of this Agreement and any extension hereof an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must

assign to this Agreement for the term of this Agreement a person in a supervisory capacity that possesses at least one "ASE" certification relevant to the types of equipment maintained by the Department. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with written consent of the City, which consent the City will not withhold unreasonably. If the City fails to object to the revision within 14 days after receiving the notice, the revision will be deemed accepted by the City. Contractor will bear the cost of all staffing revisions unless the City requests additional staffing pursuant to a request for Additional Services under Section 3.8 hereof. Without limiting its remedies for default, the City may require Contractor to increase its staffing levels at no additional cost to the City if the City determines that Contractor is not providing the Services pursuant to the terms of this Agreement.

B. Key Personnel

From time to time the Commissioner and Contractor may agree that certain employees of Contractor are Key Personnel. If so agreed, Contractor must include among its staff the Key Persons and positions (which shall include such supervisor in the preceding sentence). Contractor must not reassign or replace Key Personnel without the written consent of the City, which consent the City will not unreasonably withhold. The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice, Contractor 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 provided that such direction on the part of the City would not cause Contractor to violate the anti-discrimination laws.

C. Salaries and Wages

Contractor must pay all salaries and wages due all employees and subcontractors 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 Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, 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 Contractor to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.14 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal

Code"), Sections 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 9. Contractor's completed Schedules C-1 and D-1 in Exhibit 9, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

3.15 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and anytime period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified in Exhibit 12, insuring all operations related to the Agreement.

3.16 Indemnification

(a) Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

(i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) failure to pay or perform or cause to be paid or performed Contractor's covenants and obligations as and when required under this Agreement or otherwise to pay or perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 9.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and Subcontractors.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the

defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820ILCS 305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 111. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

(e) Contractor's obligations to indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees excludes that portion of any claim which is shown by final judgment to have been caused by or attributable the negligence or intentional misconduct of the particular City indemnitee seeking indemnification under this Section.

(f) The indemnities contained in this Section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this Section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements under Section 3.15.

3.17 Patent and Copyright Indemnification

Contractor warrants that the use of the computer equipment and software furnished under this Agreement, by itself, does not infringe any patent or copyright covering such product. Contractor must, at its own expense, defend the City against any claim, suit or proceeding brought against the City on the issue of any patent or copyright infringement with respect to the computer equipment and software furnished to the City; and must pay the City any costs, damages and attorney's fees it is found liable for as a result of any lawsuit based on such a claim. The City will promptly notify Contractor of any claim which the City believes falls within the scope of this paragraph. The City will have the opportunity to participate in the defense at the City's own expense and will have the right to approve any settlement which adversely affects the City's use or enjoyment of the computer equipment or software.

Contractor has the right, upon either the occurrence of or the likelihood, in the sole opinion of Contractor, of the occurrence of a finding of infringement ("Infringement Finding") to:

(i) Procure for the City the right to continue using the computer equipment and/or the software;

(ii) Modify the infringing computer equipment and/or software so it is no longer infringing without adversely affecting the system's performance; or

(iii) Replace the infringing computer equipment and/or software with other equivalent, non-infringing equipment or software without adversely affecting the system's performance.

If Contractor is unable to accomplish either (i), (ii) or (iii) above within seven days of an Infringement Finding, then at City's sole option, Contractor must remove the entire System and refund the City the entire amount paid under this Agreement for the System. Nothing in this Section may be construed as limiting the remedies that the City would otherwise have under this Agreement.

3.18 Budget Process

A. General. On an annual basis, Contractor must develop and submit for the City's approval an Annual Budget which must be reflective of all costs relating to Contractor's operating expenses to be incurred in connection with Contractor's provision of the Services under this Agreement. The budget shall itemize, by category of costs, the Services to be provided under this Agreement and may contain a contingency amount, which shall not exceed ***5% of the overall budget***, which may be allocated to various cost categories upon the approval of the Commissioner. Contractor may not claim reimbursement for any cost or expense in any category of costs not included in an approved Annual Budget. The Annual Budget must contain a detailed staffing schedule for each of the Service Spaces. Upon agreement by the City and Contractor as to any Annual Budget, Contractor agrees that it will, in the year covered by the Annual Budget, perform the Services and meet or exceed the requirements of this Agreement, including Exhibit 4, for the maximum amount in each category of costs (as may be increased through the allocation of the contingency as described in the prior sentence) contained in the Annual Budget. Any expenses in any category of costs incurred by Contractor over such maximum amount in each category of costs in the Annual Budget will be borne solely by Contractor. For example, by way of illustration only, if Contractor is not meeting the requirements contained in Exhibit 4 through the staffing schedule contained in an Annual Budget, such failure will be an Event of Default under this Agreement, and any increases in manpower to cure the deficiency shall be solely at the expense of Contractor.

B. Deadlines for Submittal. The Annual Budget for Agreement Year 2009 is attached hereto as part of Exhibit 7 and is deemed approved upon full execution of this Agreement by the City. The Annual Budget for each subsequent calendar year must be submitted to the Commissioner no later than August 1 of the prior year. Failure to provide a tentative Annual Budget by the foregoing date will constitute an Event of Default under this Agreement.

C. City Approval. The Annual Budget for subsequent years will not be effective until approved by the Commissioner.

D. Annual Budget Not Approved. If the tentative Annual Budget submitted by Contractor is not satisfactory to the Commissioner, the City and Contractor will have until October 1 to negotiate a satisfactory Annual Budget. If the City and the Contractor are unable to agree on an Annual Budget by October 1, the City may, in its sole discretion and at its sole option, either (i) terminate this Agreement effective at the end of the current Agreement Year upon notice to the Contractor and payment to Contractor of all amounts owed through the effective date of termination, or (ii) require Contractor to continue to provide Services under the then current Annual Budget (subject to appropriation and availability of funds therefore) until agreement is reached on a new Annual Budget. Neither termination pursuant to this paragraph nor the factual basis for such termination is subject to the Disputes provision of this Agreement.

3.19 Other City Departments or Governmental Entities

Contractor acknowledges that the City may request it to perform the parts supply/management function for other City departments or other governmental entities (collectively, "Other Units"). If the City requests that the Contractor provide these services for such Other Units, Contractor agrees to perform these services and will sell Contractor Parts to those Other Units pursuant to the same terms and conditions of this Agreement, including the performance standards and at the same pricing structure as afforded to the City under this Agreement. Any changes to the Annual Budget for Services that result from such work must be agreed upon by the parties and will be processed as an amendment in accordance with Section 10.3 hereof.

ARTICLE 4. TERM OF PERFORMANCE

4.1 Term of Performance

This Agreement takes effect as of the "Effective Date" set forth in the introductory paragraph above and will continue for a period of 60 months (and may be extended as provided in Section 4.3 below), until September 30, 2014 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

4.2 Timeliness of Performance

A. Contractor must provide the Services and Deliverables within the term and within the time limits required by this Agreement, pursuant to the provisions of this Agreement. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Agreement may result in economic or other losses to the City.

B. Neither Contractor nor Contractor's agents, employees, and subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges excess costs or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not the delays or hindrances are caused by the City.

4.3 Contract Extension Option

At any time before this Agreement expires the Chief Procurement Officer and Contractor may agree to elect to extend this Agreement for up to two renewal periods of three years each (which may be exercised singly or jointly at any time), under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement. If so agreed, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.3.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The basis of payment for compensation is as set forth in Exhibit 7.

5.2 Budget for Services

As provided in Section 3.18, Contractor must prepare an Annual Budget for the Services for each Agreement Year. Each such Annual Budget is deemed approved upon the acceptance by the Commissioner of Fleet Management

5.3 Method of Payment

The method of payment is as set forth in Exhibits 5 and 7.

5.4 Criteria for Payment

The Commissioner, in his discretion, will determine whether any rates, costs and expenses invoiced by Contractor to the City are in accordance with the Annual Budget and the terms of this Agreement.

5.5 Funding

The source of funds for payments under this Agreement is Fund number 0100-0403080-0340-220340 and any other funds that may be appropriated. Payments under this Agreement must not exceed $190,000,000.00 without a written amendment in accordance with Section 10.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.6 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor 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 work completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

5.7 Subcontractor Payments

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Contractor for the prior month;
(ii) The name of each particular Subcontractor or supplier utilized during the prior month;
(iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
(iv) The vendor/supplier number of each Subcontractor or supplier;
(v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Agreement, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

ARTICLE 6. DISPUTES

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

A. Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 10.

Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

B. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

7.2 Nondiscrimination

A. Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(1) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (i) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (ii) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(2) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and

regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(3) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

B. Subcontractors

Contractor must incorporate all of this Section 7.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

7.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.4 do not apply to contracts for which the City

receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.5 Business Relationships with Elected Officials

Pursuant to § 2-156-030(b) of the Municipal Code , it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.6 Chicago "Living Wage" Ordinance

A. Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(1) If Contractor has 25 or more full-time employees, and

(2) If at any time during the performance of this Agreement, Contractor

and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(3) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

B. Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

C. As of July 1, 2008, the Base Wage is $10.60 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

D. Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

E. Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

7.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;

7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;

11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;

11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements; and

11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

7.8 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any

period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of t he Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

   d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractor's to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.10 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

7.11 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

7.12 Prevailing Wage Rates

To the extent required by law, the Contractor must comply and must cause all of its subcontractors to comply and insert appropriate provisions in their agreements, with the Prevailing Wage Act, 820 ILCS 130/01 et seq. (the "Act") regarding the payment of the general prevailing rate of hourly wage for all laborers, workers and mechanics employed by or behalf of the Contractor and all Subcontractors in connection with the Services. The term "general prevailing hourly rate," when used in the Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employee engaged in work. The Contractor is fully responsible for paying the general prevailing

hourly rate of wages in effect, as determined by the Illinois Department of Labor ("IDOL"), at the time the work is performed. If IDOL revises the prevailing rate of hourly wages to be paid for the work before completion of the work under this Agreement, the revised rates will not entitle the Contractor to any increased compensation under the terms of the Agreement. As a condition of making payment under the Agreement, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage is being paid to laborers, mechanics, and other workmen employed under the contract in accordance with Illinois law.

To view the current prevailing wage rates see the State of Illinois' website at www.state.il.us/agency/idol/rates/ODDMO/cook9999.htm

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

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

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under the Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent and competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement to be in default on any contract awarded by the City;

(e) represents that it has carefully examined and analyzed the provisions and requirement of this Agreement; it understands that 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; the Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of Section 2-92-320 of

Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

(g) 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 pursuant to Sections 9.1 ands 9.2.

8.2 Ownership of Documents

All City documents encountered by or provided to Contractor by the City pursuant to this Agreement are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to such documents while they are in Contractor's or any Subcontractor's possession. Any such lost or damaged documents must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction.

8.3 Copyright Ownership

Except for Proprietary and Custom Software, Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq , and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

8.4 Records, Audits, and Reports

(a) Records

Contractor must deliver or cause to be delivered all documents, including but not limited to, all Deliverables prepared for the City under the terms of this Agreement, to the City promptly and in accordance with the time limits prescribed in this Agreement. If no time limit is specified, then such documents and/or Deliverables will be delivered to the City upon reasonable demand therefore or upon termination or completion of the Services required under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

Contractor must provide authorized representatives of the City, at all reasonable times, access to and copies of all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda related to this Agreement, and must provide cost verification for parts provided to the City on demand or as further specified in this Agreement.

Contractor must maintain, or have prompt access to, the service manuals, parts manuals, service bulletins, lubrication charts, and other information necessary to procure and supply the Parts to properly service and repair the fleet and equipment hereunder. Contractor must make these materials available to City personnel upon request. These records must become property of the City upon termination of the Agreement.

Contractor must maintain all records, including Deliverables not delivered to the City or demanded by the City, for a period of 5 years after the final payment made in connection with this Agreement.

(b) Audits

Contractor and Contractor's subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, paper, records and accounts in connection with the Services open for audit, inspection, copying, abstracting and transcription, and Contractor must make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services.

To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses

attributable to any such shared usages.

Contractor must maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

1. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

2. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with subsection 1 or 2 above is an event of default under Section 9.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

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

(c) Reports

In addition to inputting all requisite information into the System as described in Article 3 of this Agreement, Contractor must submit a daily report to the City that fully describes the Parts supplied on the prior business day, by work order, unit number and line item with costs assigned. The daily report will also itemize the time required to deliver each Part, in accordance with the performance standards set forth in Exhibit 4. The monthly report must summarize the Parts supplied the previous month by category, including overall cost, and must include demonstration of compliance with performance

standards set forth in Exhibit 4.

On each anniversary date of this Agreement, Contractor must submit to the City a written annual report that summarizes the year's activity in a format agreed upon by Contractor and the City. In addition, Contractor must submit a weekly report to the City that fully describes the Parts eligible and supplied, by line item and with costs assigned under the warranty provision of this Agreement. The City reserves the right to require Contractor to produce additional reports as required by the Commissioner, and if so required, Contractor must produce those reports to the City.

8.5 Confidentiality

All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Agreement.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Further, the City agrees that it will keep confidential any information of Contractor that Contractor has marked clearly "Confidential" in a conspicuous place (e.g., cover, face, table of contents, top of page, etc.). All documents so marked will remain the property of Contractor, and the City will return such documents after it uses them. Subject to applicable law, court order or subpoena, the City will not make available any such documents to any individual or organization without the prior written consent of Contractor. For purposes of this Agreement, no such information shall be regarded as confidential if it has already become part of public knowledge (other than as a result of the action or inaction of the City). Notwithstanding anything herein to the contrary, Contractor acknowledges that City is subject to the Illinois Freedom of Information Act (5ILCS140/1 et seq.) and all information in the City's possession may be regarded as a

public record subject to disclosure, and any disclosure by City pursuant to the foregoing shall not be deemed a breach of the City's obligations hereunder.

8.6 Assignments and Subcontracts

Contractor will not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement unless such assignment, delegation or transfer is specifically authorized by this Agreement or the Chief Procurement Officer gives his express written consent thereto. The absence of such authorization or written consent will void the attempted assignment, delegation or transfer, and the transactions so voided will have no effect as to the Services or this Agreement. The Chief Procurement Officer's consent will not relieve Contractor of any of its obligations or liabilities under this Agreement.

All Subcontracts and all approvals of subcontractors are, regardless of their form, deemed conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Under no circumstances will the City's approval of a Subcontractor relieve Contractor of any of its obligations or liabilities under this Agreement.

Upon entering into any agreement with a Subcontractor, Contractor must furnish the Chief Procurement Officer and the Department with a copy of that agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Contractor will not transfer or assign any funds or claims due or to become due under this Agreement without the prior written consent of the Chief Procurement Officer. The attempted transfer or assignment of any contract funds, or any interest in such funds, which are due or will become due to Contractor, without such prior written consent, will have no effect upon the City.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

8.7 Ethics

In addition to the foregoing warranties and representations, Contractor warrants:

(a) no officer, agent or employee of the City is employed by Contractor 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 established pursuant to be the Municipal Code of Chicago (Chapter 2-156).

(b) 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 Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(c) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.8 Joint and Several Liability

If Contractor, 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 Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

8.9 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

8.10 Conflicts of Interest

(a) No member of the governing body of the City or other units of government and no other officer, employee or agent of the City 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 alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor 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.

(c) Upon the request of the City, Contractor must disclose to the City its past

client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City 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 City 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. t Contractor 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 this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the City under this Agreement, Contractor must terminate such other services immediately upon request of the City.

Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor 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, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here set forth here.

8.11 Non-liability of Public Officials

Contractor and any assignee or subcontractor of Contractor will not charge any official, employee or agent of the City personally with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach of this Agreement.

8.12 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 10, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If

Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

9.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's material failure to perform any of its obligations under the Agreement including the following:

1. Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

2. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or 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;

3. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

4. Discontinuance of the Services for reasons within Contractor's reasonable control; and

5. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination or compliance of procedures and services with the provisions concerning non-discrimination.

6. Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

(c) Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(d) Any other occurrence that is specifically identified as an event of default elsewhere in this Agreement.

9.2 Remedies

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor 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 Contractor 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 Contractor 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 the 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 Contractor fails to effect 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 and Article 11 ("Notice"), Contractor 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 City. After giving a Default Notice the City may invoke any or all of the following remedies:

(a) The right to take over and complete the Services or any part of them as agent for Contractor, either directly or through others, at the cost of Contractor. If the City invokes this remedy Contractor will have the right to offset from the costs accrued by the City the amount it would have cost the City to complete the Services under the terms and conditions of this Agreement, had Contractor completed the Services.

(b) 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 City.

(c) The right of specific performance, an injunction or any other appropriate equitable remedy.

(d) The right to money damages.

(e) The right to withhold all or any part of Contractor's compensation under this Agreement.

(f) The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of

default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights.

The remedies under the terms of the 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 City deems expedient.

9.3 Early Termination

In addition to termination pursuant to Sections 9.1 and 9.2 of this Agreement, the City 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 City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the 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 City 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, Contractor 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 City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

If the City's election to terminate this Agreement for default pursuant to Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Section.

9.4 Suspension

The City may request at any time that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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 contract year. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement pursuant to Section 9.3.

9.5 Right to Offset

(a) In connection with performance under this Agreement:

The City may offset any excess costs incurred by the City in the event of termination of this Agreement for default or otherwise resulting from Contractor's performance or non-performance under this Agreement or if the City exercises any of the remedies available to it under Section 9.2 and any credits due to or overpayments made by the City, by use of any payment due for Services completed before the termination for default or before the exercise of any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the City 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 City.

(b) In connection with Section 2-92-380 of the Municipal Code of Chicago:

(i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Contractor to the City. For purposes of this Section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of subsection (i) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

A. Contractor has entered into an agreement with the Department of

Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Contractor is in compliance with the agreement; or

B. Contractor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

C. Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

9.6 Disposition of Inventory Upon Expiration or Termination of Agreement

(a) Upon the expiration or termination of this Agreement, the City will reassume control of all City Parts.

(b) Upon any expiration or termination of this Agreement, the City will have the option, in its sole election, to purchase any Contractor Parts that are commonly stocked by Contractor in its business operations. If the City elects to purchase any such parts or supplies, Contractor will sell them to the City at Contractor's cost as determined through Exhibit 5. If the City does not elect to buy the parts or supplies, then Contractor will remove them from the Facilities without charge to the City. Subject to Section 5.6, if the Agreement is terminated early by the City pursuant to Sections 9.3 and 9.4, NAPA will sell, and the City agrees to buy, such NAPA Parts that are not commonly stocked by NAPA in its business operations at NAPA's cost for such parts (as determined through Exhibit 5) plus 5%. Upon the expiration of this Agreement, or if the Agreement is terminated on account of NAPA's default under Section 9.2, the Commissioner may elect, in his sole discretion, to purchase (and if the Commissioner so elects, NAPA must sell to the City) such parts at NAPA's cost as determined through Exhibit 5.

9.7 Transition

If this Agreement is terminated for any reason prior to the end of the term, Contractor must cooperate with the City in an orderly transition to the City's performance of the supply/ parts management function or to the performance of the Services by a new contractor, at the City's option.

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

A. 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.

B. No Collateral Agreements

Contractor 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, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (v) the general conditions which may in any way affect this Agreement or its performance; (vi) the compensation provisions of the Agreement; or (vii) any other matters, whether similar to or different from those referred to in (i) through (vi) 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.

C. No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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.

10.2 Counterparts

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

10.3 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services, and Contractor need not perform any such Additional Services, without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

10.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

10.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact 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 the 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 inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.6 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.

10.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor 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 Department in connection with the termination or expiration.

10.8 Miscellaneous Provisions

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 City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor'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 the Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

10.9 Independent Contractor

(a) This Agreement is not intended to and does 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 Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent,
or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City 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 City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

10.10 Electronic Ordering and Invoicing

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the

City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

10.11 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this Agreement pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

ARTICLE 11. NOTICES

Notices provided for in this Agreement, unless expressly provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Fleet Management
1685 North Throop Street
Chicago, Illinois 60602
Attention: Commissioner

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies To: Department of Law,
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: NAPA Chicago
700 Enterprise Court
Naperville, IL 60563
Attention: General Manager

Genuine Parts Co.
2999 Circle 75 Parkway
Atlanta, Georgia
Attn: General Counsel

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

ARTICLE 12. CONTRACTOR'S AUTHORITY

Execution of this Agreement by Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

[Signature page follows]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: Richard M. Daley MMG
Mayor

KH Eileen J. Mayer
Comptroller

Monica M Gaylor
Chief Procurement Officer

GENUINE PARTS COMPANY

By: Jerry W. Nix
JERRY W. NIX

Its: EXECUTIVE VICE PRESIDENT, VICE CHAIRMAN & CHIEF FINANCIAL OFFICER

Attest: Scott C. Smith
SCOTT C. SMITH
ASST. SECRETARY

State of GEORGIA

County of COBB

This instrument was acknowledged before me on April 13, 2009 (date) by JERRY W. NIX (name/s of person/s) as EXECUTIVE VICE PRESIDENT (type of authority, e.g., officer, trustee, etc.) of GENUINE PARTS COMPANY (name of party on behalf of whom instrument was executed).

Linda F. Adcock
(Signature of Notary Public) Seal:

Commission Expires: Notary Public, Cobb County, Georgia
My Commission Expires June 30, 2012

GENUINE PARTS COMPANY
2999 CIRCLE 75 PARKWAY
ATLANTA, GEORGIA 30339
(770) 953-1700
FAX: (770) 956-2207

April 13, 2009

Ms. Altha Riley
City of Chicago
Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602

RE: Contract for Vehicle & Equipment Parts Management & Supply
Specification # 65195; Contract # 19539

Dear Ms. Riley:

This letter confirms that as Executive Vice President, Vice Chairman and Chief Financial Officer of Genuine Parts Company, I have the authority to sign the Contract for Vehicle & Equipment Parts Management & Supply, Specification # 65195; Contract # 19539, on behalf of Genuine Parts Company.

Please do not hesitate to contact me directly if you have questions.

Best regards,

Jerry W. Nix

Jerry W. Nix

State of Georgia
County of Cobb

This letter was acknowledged before me on Apr. 13, 2009
by Jerry W. Nix as Executive Vice President of Genuine Parts Company.

Linda F. Cedrock
Signature of Notary Public Seal

Notary Public, Cobb County, Georgia
My Commission Expires June 30, 2012

My Commission Expires:

corporate officers

Thomas C. Gallagher	Chairman, President and Chief Executive Officer
Jerry W. Nix	Vice Chairman and Chief Financial Officer
Paul D. Donahue	Executive Vice President
Robert J. Susor	Executive Vice President
Charles A. Chesnutt	Senior Vice President - Technology and Process Improvement
R. Bruce Clayton	Senior Vice President - Human Resources
Frank M. Howard	Senior Vice President and Treasurer
Scott C. Smith	Senior Vice President - Corporate Counsel
Carol B. Yancey	Senior Vice President - Finance and Corporate Secretary
Treg S. Brown	Vice President - Planning and Acquisitions
Philip C. Johnson	Vice President - Compensation and Benefits
Sidney G. Jones	Vice President - Investor Relations
Karl J. Koenig	Vice President - Real Estate

u.s. automotive parts group

Larry R. Samuelson	President
Glenn M. Chambers	Executive Vice President - Operations
Daniel F. Askey	Senior Vice President - Sales
R. Craig Bierman	Senior Vice President - Chief Information Officer
Cary V. Carter	Senior Vice President - Stores
John J. Hanighen IV	Senior Vice President - AutoCare and Wholesale Marketing
Scott W. LeProhon	Senior Vice President - Merchandising and Product Strategy
W. Larry Bevil	Vice President - Information Systems
Jerry W. Biggers	Vice President - Operations Controls
Michael A. Briggs	Vice President - Retail Product Management and Merchandising
Jay C. Burnworth	Vice President - Information Technology
Michael J. Fusaro	Vice President - Process Improvement - Distribution
Richard A. Geiger	Vice President - Finance
Thomas E. Hancock	Vice President - Growth Capital Program
Mark W. Hohe	Vice President - Store Process Improvement
Ronald L. Koenigshofer	Vice President - Operations
David B. Nicki	Vice President - NAPA Tools and Equipment Sales
J. Michael Phillips	Vice President - Organizational Development
Bret A. Robyck	Vice President - AutoCare Sales
Gaylord M. Spencer	Vice President - Marketing Strategy
Michael L. Swartz	Vice President - Inventory & Procurement
Dennis P. Tolivar	Vice President - Major Accounts
Nancy M. Vepraskas	Vice President - Human Resources
Karl E. Wolfe	Vice President - Classification

divisions

M. Todd McMurtrie	Vice President - Atlantic Division
Grant L. Morris	Vice President - Central Division
Michael J. Kelleher	Vice President - Eastern Division
Lee A. Maher	Vice President - Midwest Division
Eric G. Fritsch	Vice President - Mountain Division
Rockden R. Justice	Vice President - Southern Division
Stuart A. Kambury	Vice President - Southwest Division
Bradley A. Shaffer	Vice President - Western Division

heavy vehicles parts group

D. Gary Silva	President
Greg A. Lancour	Vice President - Operations

rayloc (atlanta, ga)

J. Richard Borman	President
Damon E. Elmore	Vice President - Human Resources
Michael S. Gaffney II	Vice President - Marketing
David Gonzales	Vice President - Product
Joseph W. Lashley	Vice President - Information Services
J. Scott Mosteller	Vice President - Supply Chain
Debbie E. Niffin	Vice President - Finance

EXHIBIT 1
HOURS OF OPERATION

			Staffing Levels Requiring - Quantity Columns					
Normal Hours of Operation	**4233 W. Ferdinand St. Parts Room**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**			
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1		2			
Monday to Friday 2:30 PM - 10:30 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1				
		Total 4	**Qty. 1**	**Qty. 1**	**Qty. 2**			

2007 Total Work Orders	5,804
Vehicle / Units Assigned for Repairs & Maintenance	397
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	36
2:30 PM - 10:30 PM	16
2007 Dollars in Parts Disbursed	$1,630,276.00
Parts Room Square Footage	4,200
DFM Maintenance Director & Manager Assigned	Phillip O'Connor and Cleveland Thomas

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Refuse trucks, med.& heavy trucks, 1 ton pick-ups, implements, chippers, forestry log grapplers, snow plows, salt spreaders, utility towers, and sweepers.

			Staffing Level Required - Quantity Columns					
Normal Hours of Operation	**1345 W. 103rd St. Parts Room**	**Staffing and Levels Requiring:**	**Manager**	**Counterman**				
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1	2				
		Total 3	**Qty. 1**	**Qty. 2**				

2007 Total Work Orders	5,400
Vehicle / Units Assigned for Repairs & Maintenance	700
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	13
2007 Dollars in Parts Disbursed	$476,571.00
Parts Room Square Footage	5,000
DFM Maintenance Director & Coordinator Assigned	Kevin Murray & Walter West

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Refuse trucks, med.& heavy trucks, 1 ton pick-ups, implements, chippers, forestry log grapplers, snow plows, dump trucks, salt spreaders, and sweepers.

			Staffing Level Requirement - Quantity Columns						
Normal Hours of Operation	**O'Hare AMC Parts Room**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**				
Sunday to Sunday 6:00 AM - 2:00 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1	1	3				
Monday to Friday 2:00 PM - 10:00 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1	1				
		Total 7	**Qty. 1**	**Qty. 2**	**Qty. 4**				

2007 Total Work Orders	6,641
Vehicle / Units Assigned for Repairs & Maintenance	944
2007 DFM Tradesmen Requiring Parts:	
600 AM - 2:00 PM	36
2:00 PM - 10:00 PM	16
2007 Dollars in Parts Disbursed	$1,905,225.00
Parts Room Square Footage	7,788
DFM Maintenance Director & Manager Assigned	Phillip O'Connor and Al Gillespie

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Med.& Heavy Trucks, cars, pick-ups, SUV's, implements, plows, runway snow equipment and airport specialty equipment.

Department of Fleet Management
3245 N. Campbell Ave. - Parts Room
Police

Exhibit 1

			Staffing Level Requirement - Quantity Columns					
Normal Hours of Operation	**3245 N. Campbell Ave. - Parts Room Police**	**Staffing and Levels Requiring:**	**Manager**	**Counterman**	**Asst.Mgr.**			
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1	1				
Monday to Friday 2:30 PM - 10:30 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.			1			
		Total 3	**Qty. 1**	**Qty. 1**	**Qty. 1**			

2007 Total Work Orders	8,400
Vehicle / Units Assigned for Repairs & Maintenance	1066
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	19
2:30 PM - 10:30 PM	4
2007 Dollars in Parts Disbursed	$909,895.00
Parts Room Square Footage	1,850
DFM Maintenance Deputy Comm. & Asst. Comm. Assigned	Mark Chapulis & Mike Sears

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Police squad auto cruisers, SUV's, ATV's, passenger vans and squadrolls, prisoner transports wagons, mobile command vans, patrol boats and radio communications. Also refered to as as Police Garage Number Four.

			Staffing Level Requirement - Quantity Columns					
Normal Hours of Operation	**3104 W. Harrison St. - Parts Room Police**	**Staffing and Levels Requiring:**	**Manager**	**Asst. Mgr.**	**Counterman**			
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1		1			
Monday to Friday 2:30 PM - 10:30 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1				
		Total 3	**Qty. 1**	**Qty. 1**	**Qty. 1**			

2007 Total Work Orders	6,425
Vehicle / Units Assigned for Repairs & Maintenance	1038
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	19
2:30 PM - 10:30 PM	4
2007 Dollars in Parts Disbursed	$794,079.00
Parts Room Square Footage	2,500
DFM Maintenance Deputy Comm. & Asst. Comm. Assigned	Mark Chapulis & Len Wier

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Police squad auto cruisers, SUV's, ATV's, passenger vans and squadrolls, prisoner transports wagons, mobile command vans, patrol boats and radio communications.

			Staffing Level Requirement - Quantity Columns		
Normal Hours of Operation	**727 E. 111th St. Parts Room - Police**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1		1
Monday to Friday 2:30 PM - 10:30 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1	
		Total 3	**Qty. 1**	**Qty. 1**	**Qty. 1**

2007 Total Work Orders	6,463
Vehicle / Units Assigned for Repairs & Maintenance	599
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	20
2:30 PM - 10:30 PM	5
2007 Dollars in Parts Disbursed	$853,406.00
Parts Room Square Footage	1,400
DFM Maintenance Deputy Comm. & Asst. Comm. Assigned	Mark Chapulis & Ron Carter

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Police squad auto cruisers, SUV's, ATV's, passenger vans and squadrolls, prisoner transports wagons, mobile command vans, patrol boats and radio communications.

Department of Fleet Management
5219 S. Wentworth Ave. - Parts Room
Police

Exhibit 1

			Staffing Level Requirement - Quantity Columns				
Normal Hours of Operation	**5219 S. Wentwoth Ave. Parts Room - Police**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**	**Driver**	
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1		3	1	
Monday to Friday 2:30 PM - 10:30 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1			
		Total 6	**Qty. 1**	**Qty. 1**	**Qty. 3**	**Qty. 1**	

2007 Total Work Orders	11,616
Vehicle / Units Assigned for Repairs & Maintenance	1349
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	24
2:30 PM - 10:30 PM	3
2007 Dollars in Parts Disbursed	$2,507,402.00
Parts Room Square Footage	6,900
DFM Maintenance Deputy Comm. & Asst. Comm. Assigned	Mark Chapulis & Angel Lopez

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Police squad auto cruisers, SUV's, ATV's, passenger vans, squadrols, prisoner transports wagons, mobile command vans, patrol boats and radio communications.

			Staffing Level Requirement - Quantity Columns					
Normal Hours of Operation	**10101 S. Stony Island Ave.**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**			
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1		1			
Monday to Friday 3:30 PM - 1130 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1				
		Total 3	**Qty. 1**	**Qty. 1**	**Qty. 1**			

2007 Total Work Orders	7,320
Vehicle / Units Assigned for Repairs & Maintenance	1519
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	21
3:30 PM - 11:30 PM	10
2007 Dollars in Parts Disbursed	$1,791,221.00
Parts Room Square Footage	4,080
DFM Maintenance Director & Manager Assigned	Phillip O'Connor and Walter West

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Refuse trucks, med.& heavy trucks, 1 ton pick-ups, implements, chippers, grapplers, snow plows, dump trucks, spreader inserts, salt spreaders, and sweepers.

Department Of Fleet Management
3100 S. Sacramento Ave.

Exhibit 1

			Staffing Level Requirement - Quantity Columns					
Normal Hours of Operation	**3100 S. Sacramento Ave.**	**Staffing and Levels Requiring:**	**Manager**	**Counterman**				
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1	2				
		Total 3	Qty. 1	Qty. 2				

2007 Total Work Orders	6,618
Vehicle / Units Assigned for Repairs & Maintenance	1246
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	12
2007 Dollars in Parts Disbursed	$552,358.00
Parts Room Square Footage	7,540
DFM Maintenance Director & Manager Assigned	John Wedel & Anthony Bingham

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Ambulances, auto sedans, SUV's, vans, pick-ups, carry-alls, utility bodies, special police equipped sedans.

			Staffing Level Requirement - Quantity Columns				
Normal Hours of Operation	**3050 S. Sacramento Ave.**	**Staffing and Levels Requiring:**	**Manager**				
Monday to Friday 7:00 AM - 3:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1				
		Total 1	**Qty. 1**				

2007 Total Work Orders	2,706
Vehicle / Units Assigned for Repairs & Maintenance	354
2007 DFM Tradesmen Requiring Parts:	
7:00 AM - 3:30 PM	6
2007 Dollars in Parts Disbursed	$348,544.00
Parts Room Square Footage	1,829
DFM Maintenance Director & Manager Assigned	John Wedel & Anthony Bingham

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Ambulances, auto sedans, SUV's, vans, pick-ups, carry-alls, utility bodies, special police equipped sedans.

			Staffing Level Requirement - Quantity Columns				
Normal Hours of Operation	**Midway AMC**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr**			
Monday to Friday 6:00 AM - 2:00 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1				
Monday to Friday 2:00 PM - 10:00 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1			
		Total 2	**Qty. 1**	**Qty. 1**			

2007 Total Work Orders	2,419
Vehicle / Units Assigned for Repairs & Maintenance	346
2007 DFM Tradesmen Requiring Parts:	
600 AM - 2:00 PM	8
3:00 PM - 11:00 PM	2
2007 Dollars in Parts Disbursed	$322,618.00
Parts Room Square Footage	4;420
DFM Maintenance Director & Manager Assigned	Kevin Murray & Walter West

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Med.& Heavy Trucks, cars, pick-ups, SUV's, implements, plows, runway snow equipment and airport specialty equipment.

			Staffing Level Requirement - Quantity Columns				
Normal Hours of Operation	**2301 W. 52nd St.**	**Proposed Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**		
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1		1		
Monday to Friday 2:30 PM - 10:30 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1			
		Total 3	**Qty. 1**	**Qty. 1**	**Qty. 1**		

2007 Total Work Orders	2,642
Vehicle / Units Assigned for Repairs & Maintenance	804
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	21
2:00 PM - 10:00 PM	5
2007 Dollars in Parts Disbursed	$1,288,372.00
Parts Room Square Footage	2,250
DFM Maintenance Director & Manager Assigned	John Wedel

Facility Repairs and Maintenance Disposition: All categories of Off Road Construction heavy equipment but not restricted to: Refuse trucks, med.& heavy trucks, end loaders, sewer vactors, graffiti soda blasters, compressors, AG tractors, hydrant boilers, back hoes, salt conveyors, steam rollers, asphalt grinders, asphalt pavers, fork lifts, breaker hammers, fork lifts.

			Staffing Level Requirement - Quantity Columns					
Normal Hours of Operation	**3812 S. Iron St. Parts Room**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**			
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1		1			
Sunday Night to Friday Morning 10:00 PM - 6:00 AM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1				
		Total 3	**Qty. 1**	**Qty. 1**	**Qty. 1**			

2007 Total Work Orders	7,214
Vehicle / Units Assigned for Repairs & Maintenance	549
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	16
10:00 PM - 6:00 AM	10
2007 Dollars in Parts Disbursed	$1,825,626.00
Parts Room Square Footage	1,500
DFM Maintenance Director & Manager Assigned	Kevin Murray & Tom Woods

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Refuse trucks, med.& heavy trucks, 1 ton pick-ups, implements, chippers, forestry log grapplers, snow plows, salt spreaders, utility towers, and sweepers.

		Staffing Levels Required - Quantity Columns						
Normal Hours of Operation	**1685 N. Throop St. Parts Room**	**Staffing and Levels Requiring:**	**Manager**	**Asst.Mgr.**	**Counterman**			
Monday to Friday 6:00 AM - 2:30 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.	1	1	5			
Monday to Friday 3:30 PM - 11:30 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.		1	4			
		Total 12	**Qty. 1**	**Qty. 2**	**Qty. 9**			

2007 Total Work Orders	14,322
Vehicle / Units Assigned for Repairs & Maintenance	1,658
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	98
3:30 PM - 11:30 PM	31
2007 Dollars in Parts Disbursed	$6,612,859.00
Parts Room Square Footage	11,340
DFM Maintenance Director & Manager Assigned	Phillip O'Connor & Gary Clemens

Facility Repairs and Maintenance Disposition: All categories of vehicles including but not restricted to: Refuse trucks, medium and heavy duty truck, asphalt rollers, implements, chippers, forestry log grapplers, snow plows, salt spreaders, utility towers, sweepers, buses, step vans, utility bodies, communication command vans, RV bodies, 10 ton dump trucks, Fire ladders, Fire towers,end loaders, back hoes, sewer vactors, graffiti blasters. Facility also refered to as North and Throop.

			Staffing Levels Required - Quantity Columns					
Hours of Operation	**North Ave. Central Warehouse**	**Staffing and Levels Requiring:**	**Administrator**	**Manager**	**Asst.Mgr.**	**Supervisor**	**Counterman**	**Driver**
24/7 Sunday to Sunday 6:00 AM - 2:30 PM		Manager, Asst. Manager, System IT, Delivery Drivers, Countermen, Stockmen, Clerks, Alternates, etc.	3	6	1	3	6	5
24/7 Sunday to Sunday 2:30 PM - 10:30 PM		Foreman or Asst. Manager, Drivers, and Stockmen			2	1		4
24/7 Sunday to Sunday 10:30 PM - 6:00 AM		Foreman or Asst. Manager, Drivers and Stockmen			2	1		1
		Total 35	**Qty. 3**	**Qty. 6**	**Qty. 5**	**Qty. 5**	**Qty. 6**	**Qty. 10**

2007 Total Work Orders	* Included in 1685 worksheet tab
Vehicle / Units Assigned for Repairs & Maintenance	* Included in 1685 worksheet tab
2007 DFM Tradesmen Requiring Parts:	
6:00 AM - 2:30 PM	25
3:30 PM - 11:30 PM	6
2007 Dollars in Parts Disbursed	* Included in 1685 worksheet tab
Parts Room Square Footage	52,500
DFM Maintenance Director & Manager Assigned	John Wedel & Gary Clemens

Facility Repairs and Maintenance Disposition do not apply to this central warehouse distribution center. This central warehouse stores and distributes to all (15) fifteen satellite parts rooms listed within this spreadsheet including the (11) eleven fueling sites operated by the Department of Fleet Management. This distribution center hub for all repair and maintenance supplies and parts.

		Staffing Levels Required - Quantity Columns						
Seasonal Hours of Operation Nov.15 to April 15	**Midway AMC**	**Staffing and Levels Requiring:**	**Counterman**					
Monday to Friday 6:00 AM - 2:00 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.						
Monday to Friday 10:00 PM - 6:00 AM		Asst. Manager, Countermen, Stockmen, Clerk, etc.	1					
		Total 1	**Qty. 1**					

2007 Total Work Orders		2,419
Vehicle / Units Assigned for Repairs & Maintenance		346
2007 DFM Tradesmen Requiring Parts:		***Note**
10:00 PM - 6:00 AM	**Seasonal Nov.15-Apr.15**	
6:00 AM - 2:00 PM	**Seasonal Nov.15-Apr.15**	***8**
2:00 PM - 10:00 PM	**Seasonal Nov.15-Apr.15**	***2**
2007 Dollars in Parts Disbursed		$322,618.00
Parts Room Square Footage		4,420
DFM Maintenance Director & Manager Assigned		Kevin Murray & Walter West

***Seasonal Hours of Operation: November 15 to April 15. Seasonal Winter Operations including weekend coverage, will require an adequate balance of Parts Personnel during mandatory snow operations. Parts Personnel levels will be pre-determined by the Manager of Vehicle Maintenance-Midway in cooperation with the assigned Parts Manager.**

Seasonal Hours of Operation
Nov.15 to April 15

Department of Fleet Management
10000 W. Montrose

Exhibit 1

Staffing Levels Required - Quantity Columns								
Seasonal Hours of Operation Nov.15 to April 15	**O'Hare AMC Parts Room**	**Staffing and Levels Requiring:**	**Assist.Mgr.**					
Sunday to Sunday 6:00 AM - 2:00 PM		Manager, Asst. Manager, Delivery Driver, Countermen, Stockmen, Clerks, Alternates, etc.						
Monday to Friday 2:00 PM - 10:00 PM		Asst. Manager, Countermen, Stockmen, Clerk, etc.						
Monday to Friday 10:00 PM - 6:00 AM		Asst. Manager, Countermen, Stockmen, Clerk, etc.	1					
		Total 1	**Qty. 1**					

2007 Total Work Orders		6,641
Vehicle / Units Assigned for Repairs & Maintenance		944
2007 DFM Tradesmen Requiring Parts:		
600 AM - 2:00 PM	**Seasonal Nov.15-Apr.15**	***30**
2:00 PM - 10:00 PM	**Seasonal Nov.15-Apr.15**	***11**
10:00 PM - 6:00 AM	**Seasonal Nov.15-Apr.15**	***11**
2007 Dollars in Parts Disbursed		$1,905,225.00
Parts Room Square Footage		7,788
DFM Maintenance Director & Manager Assigned		Phillip O'Connor and Al Gillespie

***Seasonal Hours of Operation: November 15 to April 15. Seasonal Winter Operations including weekend coverage, will require an adequate balance of Parts Personnel during mandatory snow operations. Parts Personnel levels will be pre-determined by the Manager of Vehicle Maintenance-O'Hare in cooperation with the assigned Parts Manager.**

EXHIBIT 2
SERVICE SPACES

EXHIBIT 2
SERVICE SPACES

The Service Spaces shall be established at the following locations of the City:

3245 North Campbell

4233 West Ferdinand

3104 West Harrison

10000 West Montrose

3050 South Sacramento

3100 South Sacramento

10101 South Stony Island

1685 North Throop

5219 South Wentworth

5215 South Western

2301 West 52nd Street

5150 West 63rd Street

1345 W. 103rd Street

727 East 111th Street

EXHIBIT 3A
SYSTEM FUNCTIONAL SPECIFICATIONS AND INTERFACE REQUIREMENTS

Fleet Focus M4

The information below provides an overview of the workflow and processes specific to the Inventory Management Module of Fleet Focus M4.

1. Inventory Management Module

Fleet Focus M4 requires the definition of a master catalog entry along with an inventory location entry. The master catalog contains description information while the location entry contains details such as ordering information, physical inventory parameters, on-hand quantities and bin locations. In addition to the catalog and location records, Fleet Focus M4 allows for the definition of several different types of cross-reference records including manufacturers, suppliers, superseded part numbers, equivalencies and user-defined entries. Every part issued in Fleet Focus M4 must be associated with a valid part catalog entry or defined as a cross-reference to a part catalog entry. This is a requirement in Fleet Focus M4 because each part issue transaction is associated with a work order by an internal part sequence number.

Parts in Fleet Focus M4 can be defined as either an inventory part or as a non-stocked part. An inventory or stocked part is defined as one in which the part may have on-hand quantity and must first be received into an inventory location before being issued. In contrast, a non-stock part cannot have any quantity on-hand in Fleet Focus M4 and therefore must be issued directly to a work order at receipt time.

2. Costing and Issuance

For the costing of the part issues, Fleet Focus M4 provides different methodologies to choose from for stock parts. These include location price averaging, location price standard, system price averaging and system price standard. The City of Chicago is currently using system price averaging as it method to cost parts. For non-stock parts, the cost of the part issued is entered during the receipt/issue process.

Parts can be issued to the following:

- Work Order – opened either against a unit or a department
- Account – a part can be issued directly to an account
- Department – issued directly to a department

3. Work Order Work Flow

A typical implemented Fleet Focus M4 shop workflow scenario as related to parts includes the following process.

A service writer or shop foreman will initially open a work order when the unit shows up at the shop facility. Details of the repair can be communicated prior and captured in a Fleet Focus M4 work request. This work request can be included on the work order so that details of the required work can be communicated to shop personnel.
The work order is typically printed and assigned to a shop tradesman who determines

the actual repairs required. At this time, any parts needed to complete the repairs is noted and verbally communicated to the parts room personnel.

If the parts are currently stocked, parts room personnel provide the tradesman with the required quantity. To alleviate typing errors, the printed work order contains a bar-code representation of the work order number and the job code. Parts room personnel can scan the work order, job code, employee number, and part number into Fleet Focus M4, assign a quantity and essentially issue the part to the work order. The process will relieve the inventory level immediately.

If the parts required either are not currently stocked or are non-stock parts that must be purchased from a vendor, parts room personnel would initiate a purchase order from the appropriate vendor. When ordering parts for a work order, the parts room personnel is required to have a unit number, requisition number for parts, a work order number, and job line available prior to placing the purchase order. Once the parts are physically received in the parts room, the receipt is performed in Fleet Focus M4. If the part is truly a non-stock part, during the receipt process, the parts room personnel must designate the work order, unit number, employee number, department or account to issue the part to rather than receiving into inventory.

Fleet Management Integration Interface

1. Fleet Focus M4 System Specifications

The description below is for informational purposes and is intended to give an overview of the current system's configuration. System configurations and parameters may change without notice.

Current hardware/software specifications of Fleet Focus M4 are as follows:

Application Server:
Windows Server 2003
Citrix Presentation Server 4.0
Fleet Focus M4 Version 4.03 (500 users, 250 concurrent licenses)

Database Server:
Red Hat Linux OS
Oracle 10g

Report Server (2):
Windows Server 2003

Barcode Printers
Zebra barcode printers Models TLP2742 and TLP2844

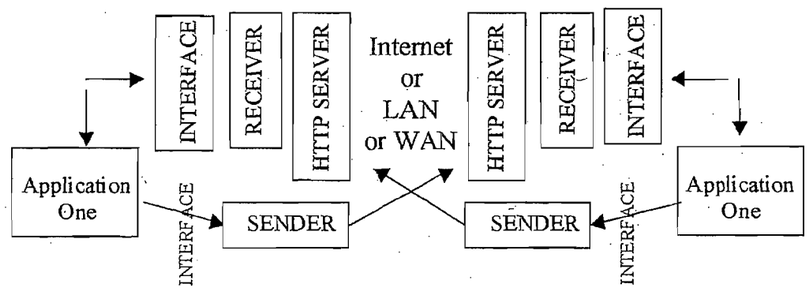
2. Interface Description

The following text describes the current interface scenario for Fleet Focus M4.

To perform the processes required by the City, the Fleet Focus M4 interface consists of two segments. One segment is responsible for the updating of the Fleet Focus M4 master parts catalog, associated part locations and stock quantities. This segment will pass transactions from the Contractor's software application to Fleet Focus M4.

The purpose of the second segment is to pass parts issuance and quantity adjustments from Fleet Focus M4 to the Contractor's software application. Together, the two segments serve to keep the inventory of both Fleet Focus M4 and the Contractor's Software application in-sync and provides the information necessary for the Contractor's Software Application to provide invoice transactions to the City for billing purposes.

Below is a high level architectural diagram depicting the relationship of Fleet Focus M4 and the Contractor's Software Application. Communications between the two applications are meant to be autonomous. Each transmission consists of a request for service and a response, this allows for the user of the requesting application to be notified of the status of the transaction. Each application (server) contains an http server that accepts incoming requests for service at a specific URL. Once a request has been received, the URL invokes a receiver program that handles the posted message string. The receiver program parses the string and passes the request to the accepting application. The accepting application then executes the request and returns the results back to the receiver program. The receiver program packages the result into an XML string and passes it back to the requesting application. The submissions are done via the http POST method.



Segment One - Contractor's Software Application to Fleet Focus M4
This segment will pass parts stocking information from the Contractor's Software Application to Fleet Focus M4 so that each Fleet Focus M4 inventory location will be updated appropriately.

The specific information that must be passed to Fleet Focus M4 includes the following:

- Part Number
- Part Description
- Line Abbreviation (M4 Commodity Code)
- Inventory Location (must be a valid inventory location in M4)
- Current On-hand quantity
- Unit cost
- Unit of issue – must be a valid unit of issue in M4
- Buy-out Indicator "Y" or "N"
- Core indicator "Y" or "N" (indicates if this part is a core or not)
- Core value

If the part number passed is not a valid part master number in Fleet Focus M4, Fleet Focus M4 will create valid part master and part location entries in M4 as well as update the on-hand quantities of stocked parts. If the part number passed is a valid part master number but not a valid part location entry, Fleet Focus M4 will create the Fleet Focus M4 Part Inventory Location entry. If both the master and location entries exist, Fleet Focus M4 will update the on-hand quantity and the unit average cost of the existing part inventory location entry.

The table below is the structure of the interface table depicting the fields of information that are transmitted to Fleet Focus M4.

Field	**Type-Len**	**M4 Field/Default Value**	**Processing Decisions**
Transaction ID	Varchar2(40)		
Sender Id	Varchar2(5)		Uniquely identifies the Contractor's implementation
Transaction Type	Varchar2(1)		Indicates initial transmission or re-transmission
Part Number	Varchar2(16)	Parts.Part_no	
Line Abbreviation	Varchar2(3)	Parts.Commodity	Prefixed to the part number to create the part number in Fleet Focus M4
Description	Varchar2(30)	Parts.Description	
Buy-out Indicator	Varchar2(1)	Part_item.Value where Part_item.Item = "BUY OUT"	Must be "Y", "N" or null. If this field contains a value and the Part Item entry does not exist, insert it. If this field contains a value that is different than the

			existing Part Item value, update the value. Identifies part as a stock or non-stock part
Supercede Flag	Varchar2(1)		Indicates if a part was superceded
Supercede Type	Varchar2(26)		Defines the supercede type: 1 = Supercede 2 = Reorder as 3 = Renumbered To 5 = Substitute
Supercede Line 1	Varchar2(3)	Parts.Commodity	This is the line abbreviation for the first supercede part number. This value will be used to create a new Part Catalog entry along with the Supercede Part Number value. A Fleet Focus M4 equivalent entry will also be created between the original part and the supercede part number.
Supercede Part Number 1	Varchar2(26)	Parts.Part_no	This will be used to create a new Part Catalog entry if the part does not exist in Fleet Focus M4 already. A Fleet Focus M4 equivalent entry will also be created between the original part and the supercede part number.
Supercede Line 2	Varchar2(3)	Parts.Commodity	This is the line abbreviation for the first supercede part number. This value will be used to create a new Part Catalog entry along with the Supercede Part Number value. An M4 equivalent entry will also be created between the original part and the supercede part number.

Supercede Part Number 2	Varchar2(26)	Parts.Part_no	This will be used to create a new Part Catalog entry if the part does not exist in M4 already. An M4 equivalent entry will also be created between the original part and the supercede part number.
Core Indicator	Varchar2(1)	Part_item.Value where Part_item.Item = "CORE"	Must be "Y", "N" or null. If this field contains a value and the Part Item entry does not exist, insert it. If this field contains a value that is different than the existing Part Item value, update the value.
Unit of Issue	Varchar2(5)	Parts.Unit_issue	Must be a valid Unit of Measure in Fleet Focus M4
Quantity	Number(10)	Part_inv_loc.Qty_avail Part_inv_loc.Qty_on_hand	The value in this field will be added to the existing amounts in M4.
Unit Cost	Number(10.2)	Part_inv_loc.Calc_unit_do Part_inv_loc.Unit_do	This unit cost will replace the existing value in M4.
Core Value	Number(10.2)	Part_item.Value where Part_item.Item = "CORE VALUE"	If this field contains a value and the Part Item entry does not exist, insert it. If this field contains a value that is different than the existing Part Item value, update the value.
Date	Varchar2(8)		Transaction date in format YYYYMMDD
Inventory Location	Varchar2(6)	Loc_gen.Location Part_inv_loc.Location	Must be a valid inventory location in Fleet Focus M4
Inactive Flag	Varchar2(1)		If set, the part in Fleet Focus M4 will become inactive and disabled for receipt functions.

Segment Two – Fleet Focus M4 to Contractor's Software Application

This segment will pass approved parts transfers and parts issues completed in Fleet Focus M4 to the Contractor's Software application so that both applications' inventory levels can be updated appropriately and an invoice can be created for the City.

Fleet Focus M4 has an interface table that handles the processing and transmission of transactions between Fleet Focus M4 and the Contractor's software application. When a part is issued, transferred or adjusted in Fleet Focus M4, specific data on the transaction is recorded in the interface table. Each transaction record contains a qualifier that describes the type of part transaction (e.g. X –Transfer, Q – Quantity Adjustment, I – Issue). The records in the transaction table are packaged into an XML data stream and transmitted via the http POST method to a specific URL on an http server. The Contractor's software application will then receive this transmission and must acknowledge receipt.

The table below is the structure of the interface table depicting the fields of information that are transmitted to the Contractor's software application.

Interface Transactions Table:

Field Name	Data Type	
Row_Type	Char(1)	Type of Transaction (Issues, Adjustments, Transfers)
Transaction ID	Varchar(40)	Unique transaction ID
Sendor ID	Varchar (40)	Internal ID
Transaction Type	Char(1)	Identifies if this record is 0-New Transaction, 1-Re-Transmitted, 2 –Successfully Transmitted
Part Number	Varchar2(3)	
Line Abbreviation	Varchar2(3)	Commodity Code information
Qty	Varchar2(8)	
Transaction Date	DATE	
From Location	Varchar2(6)	
To Location	Varchar2(6)	
Transfer Ticket Number	Varchar2(10)	
Work Order Number	Varchar2(10)	
Unit Number	Varchar2(10)	
Department Number	Varchar2(10)	
Account Number	Varchar2(100)	For use when issuing directly to an account
Adjustment Reason	Varchar2(4)	
Sent Date	Date	
Sent Counter	Number	
Message	Varchar2 (2000)	General notes
Status	Char(1)	Interface status. " "-Not Sent, "S"-Sent successfully, "R"-Retransmit
Job	Char(9)	

Minimum Integration Requirements

The City will require the Contractor to meet the following **minimum** integration requirements:

- The interface must be able to submit and process parts transactions in "real time". For the purpose- of this requirement - "real time" shall be defined to be **within** one hundred twenty (120) seconds of the physical transference, issuance, or data entry of the transaction into either party's software application. In other words, upon the data entry of the transaction into either application. The transaction must be transmitted to the receiving application and a response must be received within a one hundred twenty (120) second window.
- The Contractor's software application must have the ability to transmit the following fields of information.
    - Date/time Stamp of Transaction
    - Part Number
    - Part Description
    - Commodity Code
    - Inventory Location
    - On-Hand Qty
    - Unit Cost
    - Unit of Issue
    - Buy-Out Indicator (Stock or Non-Stock Part)
    - Core Indicator
    - Core Value
- The Contractor's software application must have the ability to receive the data as described in above section titled "Segment Two – Fleet Focus M4 to Contractor's Software Application." In addition, the contractor's software application must also have the ability to display those fields when submitting an invoice to the City for billing. The fields are listed as follows:
    - Date/time Stamp of the Transaction
    - Inventory Location
    - Account Number
    - Unit Number
    - Work Order Number
    - Job Code
    - Part Number
    - Part Description
    - Commodity code
    - Quantity
    - Unit cost

- Total cost

This will allow the City to compare the invoices with transactions issued in Fleet Focus M4 and generate an exception report to be reconciled by the City and the Contractor.

Application Performance Standards and Business Rules

Notwithstanding the above requirements, the City will also expect the Contractor to adhere to certain standards and rules as established by the City when interacting with Fleet Focus M4. Such standards and rules include the following:

- The Contractor must not load parts into Fleet Focus M4 without prior approval from DFM designated representative.
- Parts descriptions must adhere to the naming conventions approved by the City.
- Parts equivalents, cross-references, and superceded parts must be created and properly maintained by the Contractor at all times.

The City reserves the rights to add, remove, or modify these standards and rules at any time.

EXHIBIT 3B
CITY HARDWARE AND SOFTWARE STANDARDS

CITY OF CHICAGO
Department of Innovation and Technology
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview

INTRODUCTION

This document provides a high-level list of current City standards for its hardware and software environments and is intended primarily for City department and vendor use. These standards do not mean that other software and hardware, which might have been previously listed as standard, may not be used or supported, but the following items should be purchased for any new initiative or growth/replacement needs. City departments will need to determine if the standard hardware/software item has been deployed in their department, if required for a new initiative.

Any proposals for non-standard hardware or software purchases or questions/comments should be forwarded to the Department of Innovation and Technology (DoIT) Architecture team for review.

An asterisk (*) denotes standards currently under review (in all sections in this document). DoIT will review and update these standards on a regular basis.

CURRENT SERVER STANDARDS – PLATFORMS AND FUNCTIONALITY

Operating System (O/S)	Hardware Platform	Functionality			
		File	Database	Application	Web
Novell Netware 6.5/ OES v.1	HP	Bundled with O/S	N/a	N/a	N/a
Solaris 10 (Unix)	Sun Microsystems	N/a	Oracle 10GR2	BEA WebLogic	Apache
RedHat Linux Advanced Server 5.x	Dell, HP	N/a	Oracle 10GR2	BEA WebLogic	Apache
Windows 2003 Server	Dell, HP	Bundled with O/S	Oracle 10GR2	Citrix Presentation Server 4.0	N/a

CITY OF CHICAGO
Department of Innovation and Technology
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview

CURRENT CLIENT WORKSTATION STANDARDS

Type	HP Model	Dell Model
Basic Desktop	EVO DC7800	Optiplex 755
High-end Workstation	EVO XW4600 Workstation Minitower	Precision T3400 WorkStation Convertible MT

CURRENT NETWORK PRINTER STANDARDS

PRINTER CATEGORY	MODEL	PRINT OUTPUT
Personal Printer - 1 user	HP LaserJet P1505N	Monochrome (Black & White)
Small Workgroup 2-8 users	HP LaserJet P2015DN	Monochrome (Black & White)
	HP LaserJet 2605DN	COLOR
Mid-Size Workgroup 8-12 users	HP LaserJet P3005DN	Monochrome (Black & White)
	HP LaserJet CP3505DN	COLOR
Large Workgroup 12-20 users	HP LaserJet 4250DTN	Monochrome (Black & White)
	HP LaserJet 4700DN	COLOR
Departmental Greater than 20 users	HP LaserJet 9040DN	Monochrome (Black & White)
	HP LaserJet 5550DN	COLOR
Multi-Function Print/Copy/Fax/Scan - Large Workgroup	HP LaserJet 4345xMFP	Monochrome (Black & White)
	HP LaserJet CM4730F	COLOR

CURRENT STANDARDS – NOTEBOOK COMPUTERS and HANDHELD DEVICES

Type	Operating System (O/S)	Products - Uses
Business Notebook	Windows XP	Compaq - EVO 6910P Notebook Computer
		Dell Latitude D630 Notebook Computer
Ruggedized Notebook	Windows XP	Panasonic Toughbook CF-19 – WiFi IEEE 8.02.11g, EVDO, GPRS, 1xRTT
Tablet	Windows XP Professional Tablet Edition	HP 2710P Tablet
Handheld	Windows CE/Pocket PC	HP iPaq - – WiFi 8.02.11g, EVDO, GPRS, 1xRTT??
	RIM	Blackberry Enterprise Solution w/ Desktop Software version 4.0 devices tested and approved: Blackberry 7290 and 7520??

GUIDELINES FOR SELECTING HANDHELD DEVICES: Rugged devices may be required depending on the environment that the handheld will be used in. Handheld applications can be developed using one of three models: 1) run completely on the handheld (completely disconnected), 2) run on the handheld but exchange data with a backend system either wirelessly or by synchronizing (occasionally connected) or 3) run on the handheld or through a browser and require a full time connection to the backend system (fully connected). It is strongly encouraged that all developed systems use the occasionally connected model due to the limitations of wireless technology.

CURRENT STANDARDS – UTILITIES by SERVER PLATFORM

Operating System (O/S)	Hardware Platform	Utilities: Back-up	Scheduling	DB Back-up	FTP	Virus Protection	Hardware Monitoring	File System Mgmt
Novell Netware 6.x	Dell, HP	Veritas Net Backup 6.5	Bundled with O/S	Not supported	Bundled with O/S	McAfee Netshield 4.4	Insight Mgr	Bundled with O/S
Solaris 10 (Unix)	Sun Microsystems	Legato 7.x	O/S	Legato DMO (RMAN)	Internal: Bundled with O/S External: SSL VPN**	n/a	Sun RSM, Big Brother	Veritas Volume Mgr 4.x
RedHat Linux Advanced Server 5.x	HP	Legato 7.x	O/S	Legato DMO (RMAN)	Internal: Bundled with O/S External: SSL VPN**	n/a	Big Brother	n/a
Windows 2003 Server	Dell, HP	Net Backup 5.0	Bundled with O/S	Veritas Oracle Backup Module (RMAN)	Bundled with O/S	McAfee 8.0	HP: Insight Mgr Dell: Open Manage	Bundled with O/S

** See the DoIT Architect team for further guidance.

CURRENT STANDARDS – MAJOR BUSINESS APPLICATION TYPES

Function	City Standard
Financials – general ledger, payroll, accounts receivable & payable, purchasing	Oracle applications
Human Resource tracking	Oracle applications
GIS	ArcGIS
Work order tracking	Motorola (Suncoast)
Inspections/Permitting related to City infrastructure/services	Motorola (Suncoast)
Inspections/Permitting related to a building	Infor Hansen
Business Licensing	IRIS
Enterprise case management	Softscape
Ad hoc reporting	Business Objects
Imaging – document storage	FileNET, Alfresco, SharePoint
Imaging – workflow	FileNET, Alfresco, SharePoint
Web Server	Apache
Application Server	BEA WebLogic Server
Portal	BEA WebLogic Portal
Messaging	GroupWise 7x
File/Print Services	Novell Netware

CURRENT STANDARDS – ENTERPRISE MANAGEMENT SOFTWARE

Function	City Standard
Remote email/handheld integration	Groupwise mobile* (for non-RIM devices)
Content Filtering	Smart Filter DA
Application Monitoring	Hyperic
Anti-spam	MessageScreen*(Info Crossing)
Email archiving	Message Manager (CA)
Desktop management	LanDesk
Anti-virus	EPO

CURRENT STANDARDS – CUSTOM APPLICATION DEVELOPMENT

Standards regarding the application and integration server environment can be found in this document: Technical Development Guidelines. Policies for development methodologies and approach are included in: Application Development Policies. The City is moving to a configuration-based development process, which will be further defined in the coming months.

Development Tool/Function	City Standard
Project Management/Planning	MS Project
Internet Search Engine	Google Search
Application Server	BEA WebLogic
Custom Development	BEA Workshop
Change Control	MS Sharepoint
Project Collaboration	MS Sharepoint
Automated Testing	Cruise Control
Version control and course code storage	CVS

CURRENT OBJECTIVES/FUTURE DIRECTION

The following technologies are currently under review to determine a standard:

- Web forms
- Metadata repository
- Full Disk Encryption
- Mobile Media Encryption
- Replacing GroupWise with MS Exchange
- Replacing Novell with MS File/Print Service
- Enterprise (Moss) Sharepoint

EXHIBIT 4
PARTS SUPPLY PERFORMANCE STANDARDS

EXHIBIT 4
PARTS SUPPLY PERFORMANCE STANDARDS

1. During the term of this Agreement, Contractor must provide Parts requirements in any month according to the following performance standards: 90% of all Parts requirements must be supplied on demand; 95% of all Parts requirements must be supplied within 4 hours of demand; 99% of all Parts requirements must be supplied within 48 hours of demand.

2. If the Contractor cannot provide an item within the time frame needed, Contractor shall promptly notify City so that the parties can make alternative arrangement to procure an item. The Contractor is responsible for shipping, delivery, packaging and handling of all parts and supplies. Any item that results in additional freight costs charged back to the City must be agreed to before the Contractor procures the item. The cost of any item that is beyond the Contractor's inventory or supply network must be agreed to by the City before that item is procured by Contractor.

3. Contractor will be excused from the foregoing requirements for any Part requested to the extent that Contractor was unable to obtain it because it has placed a timely order for the Part but the manufacturer did not fill the order or that the Part is obsolete, provided, however, that Contractor has, to the fullest extent possible, minimized the length of the delay created by such causes. Without limiting the foregoing, Contractor must immediately notify the City of any Part is back-ordered or is obsolete and must follow the directions of the Commissioner with respect to obtaining substitute Parts on an expedited basis.

EXHIBIT 5
PARTS PRICING

EXHIBIT 5
PARTS PRICING

As more particularly provided in Exhibit 7 hereof and subject to that Exhibit, Contractor may charge the City for the cost of Contractor Parts once those parts are distributed to the City. This exhibit sets forth how the costs for Contractor Parts are to be established.

1. For all Contractor Parts that are not distributed under the trade name of NAPA or any of its affiliates (for the purpose of this section 1, "Non-NAPA part"), Contractor will identify qualified vendors and negotiate the lowest cost. Competition will not be limited to a particular vendor unless that vendor's part or supply uniquely meets the needs of the City as determined by the Commissioner (such as if only that vendors/manufacturers product would fit in the City vehicle for which it is being purchased). The City must have the right to monitor the process for the purchase of any such Non-NAPA part, and Contractor must modify the process as requested by the Commissioner to ensure that the cost charged to the City by Contractor for the Non-NAPA part is the lowest possible cost.
2. For any Contractor Part that is a NAPA-branded product, i.e., a product that is distributed under the trade name NAPA or any of its affiliates, the cost of the NAPA-branded part will be at Jobber Net cost (the price charged by Contractor to its major distributors) as determined by the Commissioner through the NAPA Jobber Price Book that must be furnished by Contractor to the Commissioner upon demand.
3. In addition to 1 and 2, if, for any NAPA part, the City finds any source that would supply the City with a part or supply at a price lower than that charged by Contractor for that part or supply, Contractor agrees that future sales to the City of such part or supply will be at a price that matches or is lower than the price of the source found by the City.

EXHIBIT 6A
PARTS DISTRIBUTION PROCEDURES -- CITY PERSONNEL

EXHIBIT 6A
PARTS DISTRIBUTION PROCEDURES -- CITY PERSONNEL

1. Tradesman requests part with repair order at parts window.
2. Utilizing the I40 (Issue Stock Inventory to Work Order) screen, the partsman will scan the work order number in the WO field.
3. The unit number will display.
4. Partsman will scan or type the tradesman employee number in the Employee field.
5. Partsman will scan the job code from the work order in the Job Code field.
6. Partsman will scan the part number in the Parts Number field.
7. Partsman enters the quantity in the Qty. field.
8. The unit of measure will display in the U/M field.
9. The part description will display in the Description field.
10. The unit cost of the part will display in the Unit cost field.
11. Repeat to add additional parts to the proper job code.
12. Click on Save to save the parts issue to a work order.
13. Partsman disburses part to tradesman.

EXHIBIT 6B
PARTS DISTRIBUTION PROCEDURES -- ROAD SERVICE TRUCKS

EXHIBIT 6B
PARTS DISTRIBUTION PROCEDURES -- ROAD SERVICE TRUCKS

Overview:

The Department of Fleet Management currently operates forty-three (43) Road Service Trucks that provide road-side and emergency mechanical service to all Department of Fleet Management customer departments and agencies throughout the City. This critical response service supports police cruisers, auto passenger sedans, SUV's, light trucks, medium and heavy trucks, and off-road construction equipment applications.

Distribution:

A Department of Fleet Management ***Stock Transfer Request Form*** will be prepared and submitted by DFM Road Service personnel. DFM Road Service Personnel are responsible for all listed fields of information within the ***Stock Transfer Request Form***.

DFM Road Service personnel assigned are responsible for the levels of inventory held within and will determine the balance of inventory for levels above and below their daily requirement needed. The DFM General Shop Foreman assigned to the Road Service Trucks has the responsibility of the daily oversight and management of DFM personnel assigned. All assigned Road Service Personnel will provide the following information on the

Stock Transfer Request Form:

-Road Service Truck "RD" number assigned.
-Date Submitted
-Reason Codes Applied
-Part Number
-Description
-Quantity Requested

All warranty claimed parts will be tagged by Road Service Personnel with the appropriate information mutually agreed upon by DFM and the contractor for proper claim processing. Parts considered for warranty claim will be tagged by DFM Road Service Personnel with completed ***Warranty Identification Tags*** for processing. The ***Warranty Identification Tag*** contains the following information fields recording the origin of installation:

-Unit Number
-Road Service Truck Number
-Date & Name
-Part Number
-Complaint, Cause, & Correction

Distribution and Return:

Any core or rebuildable part will be returned to the Contractor according to negotiated terms. Such items as automotive batteries, alternators, starters, brake valves, piston cylinders or electric motors will be considered. When Contractor invoices and charges for cores, all returned core product by DFM Road Service Personnel must be credited with an invoice from the Contractor to DFM upon return and inspection. All credit receipts and memorandum entailed will be signed by DFM Road Service Personnel upon reconciliation of the returned core.

All tires and wheels supplied by the Contractor will be marked and tagged indicating the tires origin of removal along with associated sidewall markings. All tires and wheels supplied by the Contractor will have a "one-for one" exchange policy.

EXHIBIT 7
CONTRACTOR'S COMPENSATION AND ANNUAL BUDGETS

EXHIBIT 7
CONTRACTOR'S COMPENSATION AND ANNUAL BUDGETS

Contractor's compensation will consist of the following: compensation for Contractor Parts (as set forth below), plus reimbursement for operational expenses actually incurred (excluding parts costs) in any category of cost in the Annual budget (as supported by invoices as provided below) up to the amount set forth for that category of costs in the Annual Budget.

I. Parts. Contractor's compensation for Contractor Parts shall be as follows:

The cost to Contractor of the Contractor Parts (which must be determined in accordance with Exhibit 5) distributed to the City plus 7%, less applicable discounts and rebates. For any Contractor Part in one of the Discount Categories (tires, oil, grease, lubricants, and fluids) Contractor is entitled to receive the cost of such Contractor Parts to Contractor plus 5%, less applicable discounts and rebates.

At the end of every week, Contractor must submit to the City an invoice summarizing the Contractor Parts distributed to City personnel by Contractor in that week. The invoice must contain such detail as the Commissioner requires, including an itemization of the Contractor Part distributed, the facility at which it was distributed, and the cost to Contractor of the Contractor Part distributed (as determined in accordance with Exhibit 5 hereof), and the discounts and/or rebates applicable to that transaction. The cost included by Contractor in any invoice for any Contractor Part may not exceed the cost for that part determined by Contractor in accordance with Exhibit 5. The invoice must also include the following calculations to enable the City to make payment in accordance with the previous paragraph:

a) the cost of the Contractor Parts distributed to the City, plus 7%, less applicable discounts and rebates:

b) for any Contractor Parts distributed that fall into one of the Discount Categories, as defined below, the cost of said Contractor Part plus 5%, less applicable discounts and rebates. Discount Categories are as follows: tires, oils, grease, lubricants, and fluids.

The City will process payment of any properly completed invoices approved by the Commissioner within 20 days.

II. Operational Expenses.

By the 25th day of each calendar month beginning with the second month of this Agreement, Contractor must submit to the Commissioner an invoice for the operating expenses actually incurred by Contractor in the prior month for only those cost contained in the Annual Budget. The invoice shall contain such information and should

attach such supporting documentation as the Commissioner may require to ascertain and demonstrate the operating costs actually incurred in the performance of the Services in each category in an approved Annual Budget, including but not limited to certified payroll statements, salary and benefits payable to Contractor employees, worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the Facilities and inventory including any deductibles for losses covered under any of the foregoing policies, expenses for improvements, expenses for any Deliverables (but only to the extent compensated under the Agreement), and computer system expenses (but only to the extent permitted under the Agreement), and an itemization of all other costs and expenses falling under an approved Annual Budget. All invoices must correlate actual expenditures to the appropriate category in the Annual Budget and must show Contractor's current and year to date actual expenditures by category.

As more fully described in the Agreement, if, in any Agreement Year, Contractor incurs costs in any category in excess of the amount set forth as the maximum amount for that category, but subject to the Commissioner's agreement to reallocate the contingency amount to such category, Contractor will not be reimbursed for such excess over the budgeted amount, but must incur such costs at its own expense.

The City will process payment for properly completed invoices approved by the Commissioner within 20 days.

Exhibit 7
City of Chicago / NAPA
Combined Fleet, Police, and Airport

Annualized Estimated Expenses

	Parts Purchases		26,321,380		0
	Includes Oper Exp Rebate		(105,000)		0
	Net Parts Purchases		26,321,380		0
	OPERATING STATEMENT		**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	2	166,632	0.63%	0
	Payroll				
2	A&DP		130,034	0.49%	0
3	Gen. Office		193,542	0.74%	0
4	Counter-J.S.	76	3,580,158	13.60%	0
5	Delivery	11	411,543	1.56%	0
	TOT.PAY.	89	4,481,909	17.03%	0
6	Bad Debts		0	0.00%	0
7	Data Proc. Equipt. & Suppl.		3,500	0.01%	0
8	Delivery-Insurance		32,688	0.12%	0
9	Maintenance		91,147	0.35%	0
10	Truck Depr.		72,024	0.27%	0
11	Depreciation - F&F		0	0.00%	0
12	Emp. Benefits-Pension		120,108	0.46%	0
13	Other		440,320	1.67%	0
14	Freight & Postage		136,416	0.52%	0
15	Frt. Allow		0	0.00%	0
16	Insurance		86,465	0.33%	0
17	Interest		0	0.00%	0
18	Legal & Professional		0	0.00%	0
19	Light, Heat, Water		0	0.00%	0
20	Moving		0	0.00%	0
21	Rent		0	0.00%	0
22	Stationery, Ship. Suppl.		39,769	0.15%	0
23	Stock Loss		0	0.00%	0
24	Store		10,500	0.04%	0
25	Taxes (Not Income)		335,485	1.27%	0
26	Telephone		44,502	0.17%	0
27	Travel (Not Sales)		0	0.00%	0
28	TAMS		78,180	0.30%	0
29	Training		0	0.00%	0
	TOTAL MISC. EXPENSES		1,491,104	5.66%	0
	Executive Fees				
	TOTAL EXPENSES		5,973,013	22.69%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

FLEET COMBINED

Annualized Estimated Expenses

	Parts Purchases		18,542,448		0
	Includes September Oper Exp Rebate		(105,000)		0
	Net Parts Purchases		18,542,448		0
	OPERATING STATEMENT		**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	2	119,057	0.64%	0
	Payroll				
2	A&DP		92,129	0.50%	0
3	Gen. Office		136,684	0.74%	0
4	Counter-J.S.	53	2,283,869	12.32%	0
5	Delivery	7	200,952	1.08%	0
	TOT.PAY.	62	2,832,691	15.28%	0
6	Bad Debts				0
7	Data Proc. Equipt. & Suppl.		3,085	0.02%	0
8	Delivery-Insurance		16,647	0.09%	0
9	Maintenance		56,749	0.31%	0
10	Truck Depr.		33,905	0.18%	0
11	Depreciation - F&F		0	0.00%	0
12	Emp. Benefits-Pension		85,991	0.46%	0
13	Other		263,434	1.42%	0
14	Freight & Postage		91,756	0.49%	0
15	Frt. Allow		0	0.00%	0
16	Insurance		53,410	0.29%	0
17	Interest		0	0.00%	0
18	Legal & Professional		0	0.00%	0
19	Light, Heat, Water		0	0.00%	0
20	Moving		0	0.00%	0
21	Rent		0	0.00%	0
22	Stationery, Ship. Suppl.		34,076	0.18%	0
23	Stock Loss		0	0.00%	0
24	Store		6,300	0.03%	0
25	Taxes (Not Income)		210,021	1.13%	0
26	Telephone		26,779	0.14%	0
27	Travel (Not Sales)		0	0.00%	0
28	TAMS		48,338	0.26%	0
29	Training				0
	TOTAL MISC. EXPENSES		930,491	5.02%	0
	Executive Fees				
	TOTAL EXPENSES		3,763,182	20.29%	0

City of Chicago / NAPA Central Warehouse
1665 N. Throop Street
Chicago, IL 60622
312-744-7543 / 312-744-5243 = FAX

Warehouse Operating Statement

	Parts Purchases		3,976,352		0
	Includes Oper Exp Rebate		(105,000)		
	Net Parts Purchases		3,976,352		0
	OPERATING STATEMENT		**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	2	24,569	0.62%	0
	Payroll				
2	A&DP		19,359	0.49%	0
3	Gen. Office		25,000	0.63%	0
4	Counter-J.S.	24	168,656	4.24%	0
5	Delivery	7	40,355	1.01%	0
	TOT.PAY.	33	277,939	6.99%	0
6	Bad Debts				
7	Data Proc. Equipt. & Suppl.		2,186	0.05%	
8	Delivery-Insurance		3,041	0.08%	0
9	Maintenance		10,259	0.26%	0
10	Truck Depr.		15,664	0.39%	0
11	Depreciation - F&F			0.00%	
12	Emp. Benefits-Pension		17,423	0.44%	0
13	Other		29,954	0.75%	0
14	Freight & Postage		7,853	0.20%	0
15	Frt. Allow			0.00%	
16	Insurance		3,385	0.09%	0
17	Interest			0.00%	
18	Legal & Professional			0.00%	
19	Light, Heat, Water			0.00%	
20	Moving			0.00%	
21	Rent			0.00%	
22	Stationery, Ship. Suppl.		22,601	0.57%	0
23	Stock Loss			0.00%	
24	Store		700	0.02%	0
25	Taxes (Not Income)		17,790	0.45%	0
26	Telephone		5,292	0.13%	0
27	Travel (Not Sales)			0.00%	
28	TAMS		4,003	0.10%	0
29	Training				
	TOTAL MISC. EXPENSES		140,151	3.52%	0
	Executive Fees				
	TOTAL EXPENSES		418,090	10.51%	0

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P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA Beverly
1343 W 103rd Street
Chicago, IL 60643
312-745-1580/312-745-1588-FAX

Beverly Operating Statement

	Parts Purchases		1,455,876		0
	Net Parts Purchases		1,455,876		0
	OPERATING STATEMENT		Current Month	% to Sales	Same Month Last Year
1	Sal.-Exec.		9,899	0.68%	0
	Payroll				
2	A&DP		9,285	0.64%	0
3	Gen. Office		12,456	0.86%	0
4	Counter-J.S.	2	199,837	13.73%	0
5	Delivery		18,975	1.30%	0
	TOT.PAY	2	250,452	17.20%	0
6	Bad Debts				
7	Data Proc. Equipt. & Suppl.		101	0.01%	
8	Delivery-Insurance		1,345	0.09%	0
9	Maintenance		5,390	0.37%	0
10	Truck Depr.		2,899	0.20%	0
11	Depreciation - F&F			0.00%	
12	Emp. Benefits-Pension		7,833	0.54%	0
13	Other		24,512	1.68%	0
14	Freight & Postage		3,900	0.27%	0
15	Frt. Allow			0.00%	
16	Insurance		5,500	0.38%	0
17	Interest			0.00%	
18	Legal & Professional			0.00%	
19	Light, Heat, Water			0.00%	
20	Moving			0.00%	
21	Rent			0.00%	
22	Stationery, Ship. Suppl.		1,277	0.09%	0
23	Stock Loss			0.00%	
24	Store		700	0.05%	0
25	Taxes (Not Income)		17,233	1.18%	0
26	Telephone		2,544	0.17%	0
27	Travel (Not Sales)			0.00%	
28	TAMS		5,078	0.35%	0
29	Training				
	TOTAL MISC. EXPENSES		78,312	5.38%	0
	Executive Fees				
	TOTAL EXPENSES		328,764	22.58%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

12-30-12

City of Chicago/NAPA Annex
3050 South Sacremento
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

31st Annex Operating Statement

	Parts Purchases	361,488		0
	Net Parts Purchases	361,488		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	2,227	0.62%	0
	Payroll			
2	A&DP	1,758	0.49%	0
3	Gen. Office	2,640	0.73%	0
4	Counter-J.S.	60,811	16.82%	0
5	Delivery	3,674	1.02%	0
	TOT.PAY.	71,110	19.67%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	20	0.01%	
8	Delivery-Insurance	292	0.08%	0
9	Maintenance	1,028	0.28%	0
10	Truck Depr.	1,343	0.37%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	1,584	0.44%	0
13	Other	6,941	1.92%	0
14	Freight & Postage	1,859	0.51%	0
15	Frt. Allow		0.00%	
16	Insurance	3,279	0.91%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	271	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.19%	0
25	Taxes (Not Income)	5,393	1.49%	0
26	Telephone	471	0.13%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	4,424	1.22%	0
29	Training			
	TOTAL MISC. EXPENSES	27,605	7.64%	0
	Executive Fees			
	TOTAL EXPENSES	98,715	27.31%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago/NAPA Northwest Parts Room
4233 West Ferdinand
Chicago, IL 60622
312-744-7543 / 312-744-5343-FAX

Northwest Operating Statement

	Gross Parts Purchases	1,551,782		0
	Net Parts Purchases	1,551,782		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	9,502	0.61%	0
	Payroll			
2	A&DP	7,555	0.49%	0
3	Gen. Office	11,333	0.73%	0
4	Counter-J.S. 3	207,001	13.34%	0
5	Delivery	15,853	1.02%	0
	TOT.PAY 3	251,244	16.19%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	80	0.01%	
8	Delivery-Insurance	1,223	0.08%	0
9	Maintenance	4,495	0.29%	0
10	Truck Depr.	2,654	0.17%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	6,798	0.44%	0
13	Other	27,000	1.74%	0
14	Freight & Postage	8,851	0.57%	0
15	Frt. Allow		0.00%	
16	Insurance	5,500	0.35%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	1,099	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.05%	0
25	Taxes (Not Income)	18,220	1.17%	0
26	Telephone	2,103	0.14%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	5,217	0.34%	0
29	Training			
	TOTAL MISC. EXPENSES	83,940	5.41%	0
	Executive Fees			
	TOTAL EXPENSES	335,184	21.60%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago /NAPA Light Duty
3110 South Sacremento
Chicago, IL 60622

312-744-7543 / 312-744-5243 -- FAX

31st Light Duty Operating Statement

	Parts Purchases	623,415		0
	Net Parts Purchases	623,415		0
	OPERATING STATEMENT	Current Month	% to Sales	Same Month Last Year
1	Sal.-Exec.	3,830	0.61%	0
	Payroll			
2	A&DP	3,035	0.49%	0
3	Gen. Office	4,554	0.73%	0
4	Counter-J.S. 3	155,071	24.87%	0
5	Delivery	6,343	1.02%	0
	TOT.PAY. 3	172,833	27.72%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	34	0.01%	
8	Delivery-Insurance	497	0.08%	0
9	Maintenance	1,770	0.28%	0
10	Truck Depr.	2,258	0.36%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	2,733	0.44%	0
13	Other	17,520	2.81%	0
14	Freight & Postage	1,469	0.24%	0
15	Frt. Allow		0.00%	
16	Insurance	9,172	1.47%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	448	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.11%	0
25	Taxes (Not Income)	13,379	2.15%	0
26	Telephone	851	0.14%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	4,408	0.71%	0
29	Training			
	TOTAL MISC. EXPENSES	55,239	8.86%	0
	Executive Fees			
	TOTAL EXPENSES	228,072	36.58%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA Southwest Parts
3812 South Iron
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

Southwest Operating Statement

	Parts Purchases	1,744,327		0
	Net Parts Purchases	1,744,327		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	11,955	0.69%	0
	Payroll			
2	A&DP	9,466	0.54%	0
3	Gen. Office	14,200	0.81%	0
4	Counter-J.S. 3	218,292	12.51%	0
5	Delivery	19,782	1.13%	0
	TOT.PAY. 3	273,695	15.69%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	105	0.01%	
8	Delivery-Insurance	1,561	0.09%	0
9	Maintenance	5,516	0.32%	0
10	Truck Depr.	2,108	0.12%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	8,521	0.49%	0
13	Other	27,000	1.55%	0
14	Freight & Postage	6,577	0.38%	0
15	Frt. Allow		0.00%	
16	Insurance	5,500	0.32%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	1,376	0.08%	0
23	Stock Loss		0.00%	
24	Store	700	0.04%	0
25	Taxes (Not Income)	20,251	1.16%	0
26	Telephone	2,678	0.15%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	5,532	0.32%	0
29	Training			
	TOTAL MISC. EXPENSES	87,425	5.01%	0
	Executive Fees			
	TOTAL EXPENSES	361,120	20.70%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA 101st Street
10101 South Stoney
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

101st & Stony Operating Statement

	Parts Purchases	1,906,995		0
	Net October Parts Purchases	1,906,995		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	11,489	0.60%	0
	Payroll			
2	A&DP	9,285	0.49%	0
3	Gen. Office	13,927	0.73%	0
4	Counter-J.S. 3	223,120	11.70%	0
5	Delivery	19,527	1.02%	0
	TOT.PAY 3	277,348	14.54%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	101	0.01%	
8	Delivery-Insurance	1,485	0.08%	0
9	Maintenance	5,884	0.31%	0
10	Truck Depr.	2,339	0.12%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	8,357	0.44%	0
13	Other	24,512	1.29%	0
14	Freight & Postage	5,984	0.31%	0
15	Frt. Allow		0.00%	
16	Insurance	5,500	0.29%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	1,348	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.04%	0
25	Taxes (Not Income)	20,718	1.09%	0
26	Telephone	2,648	0.14%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	5,534	0.29%	0
29	Training			
	TOTAL MISC. EXPENSES	85,110	4.46%	0
	Executive Fees			
	TOTAL EXPENSES	362,458	19.01%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA 52nd Street Parts
2300 W 52nd St
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

52nd Off Road Operating Statement

	Parts Purchases	1,426,899		0
	Net Parts Purchases	1,426,899		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	9,908	0.69%	0
	Payroll			
2	A&DP	7,920	0.56%	0
3	Gen. Office	11,880	0.83%	0
4	Counter-J.S. 4	249,578	17.49%	0
5	Delivery	16,622	1.16%	0
	TOT.PAY. 4	295,908	20.74%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	90	0.01%	
8	Delivery-Insurance	1,291	0.09%	0
9	Maintenance	4,663	0.33%	0
10	Truck Depr.	2,656	0.19%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	7,126	0.50%	0
13	Other	27,441	1.92%	0
14	Freight & Postage	25,963	1.82%	0
15	Frt. Allow		0.00%	
16	Insurance	6,287	0.44%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	1,192	0.08%	0
23	Stock Loss		0.00%	
24	Store	700	0.05%	0
25	Taxes (Not Income)	22,096	1.55%	0
26	Telephone	2,174	0.15%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	5,294	0.37%	0
29	Training			
	TOTAL MISC. EXPENSES	106,973	7.50%	0
	Executive Fees			
	TOTAL EXPENSES	402,881	28.23%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA North & Throop Parts Room
1685 N. Throop Street
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

North & Throop Operating Statement

	Parts Purchases	5,495,314		0
	Net Parts Purchases	5,495,314		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	35,678	0.65%	0
	Payroll			
2	A&DP	24,466	0.45%	0
3	Gen. Office	40,694	0.74%	0
4	Counter-J.S. 12	801,503	14.59%	0
5	Delivery	59,821	1.09%	0
	TOT.PAY. 12	962,162	17.51%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	368	0.01%	
8	Delivery-Insurance	5,912	0.11%	0
9	Maintenance	17,744	0.32%	0
10	Truck Depr.	1,984	0.04%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	25,616	0.47%	0
13	Other	78,554	1.43%	0
14	Freight & Postage	29,300	0.53%	0
15	Frt. Allow		0.00%	
16	Insurance	9,287	0.17%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	4,464	0.08%	0
23	Stock Loss		0.00%	
24	Store	700	0.01%	0
25	Taxes (Not Income)	74,941	1.36%	0
26	Telephone	8,018	0.15%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	8,848	0.16%	0
29	Training			
	TOTAL MISC. EXPENSES	265,736	4.84%	0
	Executive Fees			
	TOTAL EXPENSES	1,227,898	22.34%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

POLICE COMBINED

Annualized Estimated Expense

	Parts Purchases		5,261,281		0
			0		0
	Net Parts Purchases		5,261,281		0
	OPERATING STATEMENT		**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.		32,325		0
	Payroll				
2	A&DP		25,620	0.49%	0
3	Gen. Office		38,431	0.73%	0
4	Counter-J.S.	11	739,310	14.05%	0
5	Delivery	2	97,705	1.86%	0
	TOT.PAY.	13	933,391	17.74%	0
6	Bad Debts				
7	Data Proc. Equipt. & Suppl.		290	0.01%	0
8	Delivery-Insurance		8,554	0.16%	0
9	Maintenance		20,960	0.40%	0
10	Truck Depr.		22,528	0.43%	0
11	Depreciation - F&F		0	0.00%	0
12	Emp. Benefits-Pension		23,062	0.44%	0
13	Other		84,170	1.60%	0
14	Freight & Postage		18,122	0.34%	0
15	Frt. Allow		0	0.00%	0
16	Insurance		20,940	0.40%	0
17	Interest		0	0.00%	0
18	Legal & Professional		0	0.00%	0
19	Light, Heat, Water		0	0.00%	0
20	Moving		0	0.00%	0
21	Rent		0	0.00%	0
22	Stationery, Ship. Suppl.		3,835	0.07%	0
23	Stock Loss		0	0.00%	0
24	Store		2,800	0.05%	0
25	Taxes (Not Income)		71,317	1.36%	0
26	Telephone		14,118	0.27%	0
27	Travel (Not Sales)		0	0.00%	0
28	TAMS		20,242	0.38%	0
29	Training				
	TOTAL MISC. EXPENSES		310,938	5.91%	0
	Executive Fees				
	TOTAL EXPENSES		1,244,329		0

City of Chicago / NAPA Police Garage 1
5233 S Wentworth
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

Police Garage 1 Operating Statement

	Parts Purchases	2,595,745		0
	Net Parts Purchases	2,595,745		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	15,913	0.61%	0
	Payroll			
2	A&DP	12,637	0.49%	0
3	Gen. Office	18,953	0.73%	0
4	Counter-J.S. 4	329,697	12.70%	0
5	Delivery 2	70,466	2.71%	0
	TOT.PAY 6	447,666	17.25%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	140	0.01%	
8	Delivery-Insurance	6,433	0.25%	0
9	Maintenance	13,397	0.52%	0
10	Truck Depr.	15,499	0.60%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	11,374	0.44%	0
13	Other	35,790	1.38%	0
14	Freight & Postage	12,352	0.48%	0
15	Frt. Allow		0.00%	
16	Insurance	8,414	0.32%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	1,906	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.03%	0
25	Taxes (Not Income)	33,882	1.31%	0
26	Telephone	10,496	0.40%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	6,201	0.24%	0
29	Training			
	TOTAL MISC. EXPENSES	156,584	6.03%	0
	Executive Fees			
	TOTAL EXPENSES	604,250	23.28%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA Police Garage 2
727 E 111th Street
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

Police Garage 2 Operating Statement

	Parts Purchases	879,696		0
	Net October Parts Purchases	879,696		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	5,414	0.62%	0
	Payroll			
2	A&DP	4,283	0.49%	0
3	Gen. Office	6,425	0.73%	0
4	Counter-J.S. 2	138,878	15.79%	0
5	Delivery	9,020	1.03%	0
	TOT.PAY 2	164,020	18.65%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	50	0.01%	
8	Delivery-Insurance	696	0.08%	0
9	Maintenance	2,479	0.28%	0
10	Truck Depr.	2,288	0.26%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	3,855	0.44%	0
13	Other	18,340	2.08%	0
14	Freight & Postage	1,944	0.22%	0
15	Frt. Allow		0.00%	
16	Insurance	4,141	0.47%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	640	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.08%	0
25	Taxes (Not Income)	12,864	1.46%	0
26	Telephone	1,203	0.14%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	4,679	0.53%	0
29	Training			
	TOTAL MISC. EXPENSES	53,879	6.12%	0
	Executive Fees			
	TOTAL EXPENSES	217,899	24.77%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA Police Garage 3
3104 West Harrison
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

Police Garage 3 Operating Statement

	Parts Purchases	832,884		0
	Net Parts Purchases	832,884		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	5,139	0.62%	0
	Payroll			
2	A&DP	4,054	0.49%	0
3	Gen. Office	6,083	0.73%	0
4	Counter-J.S. 2	125,392	15.06%	0
5	Delivery	8,504	1.02%	0
	TOT.PAY. 2	149,172	17.91%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	47	0.01%	
8	Delivery-Insurance	667	0.08%	0
9	Maintenance	2,363	0.28%	0
10	Truck Depr.	2,161	0.26%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension -	3,652	0.44%	0
13	Other	14,122	1.70%	0
14	Freight & Postage	1,671	0.20%	0
15	Frt. Allow		0.00%	
16	Insurance	4,104	0.49%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	601	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.08%	0
25	Taxes (Not Income)	11,304	1.36%	0
26	Telephone	1,119	0.13%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	4,597	0.55%	0
29	Training			
	TOTAL MISC. EXPENSES	47,108	5.66%	0
	Executive Fees			
	TOTAL EXPENSES	196,280	23.57%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA Police Garage 4
3245 North Campbell
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

Police Garage 4 Operating Statement

	Parts Purchases	952,956		0
	Net Parts Purchases	952,956		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	5,859	0.61%	0
	Payroll			
2	A&DP	4,646	0.49%	0
3	Gen. Office	6,970	0.73%	0
4	Counter-J.S. 3	145,343	15.25%	0
5	Delivery	9,715	1.02%	0
	TOT.PAY. 3	172,533	18.11%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	53	0.01%	
8	Delivery-Insurance	758	0.08%	0
9	Maintenance	2,721	0.29%	0
10	Truck Depr.	2,580	0.27%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	4,181	0.44%	0
13	Other	15,918	1.67%	0
14	Freight & Postage	2,155	0.23%	0
15	Frt. Allow		0.00%	
16	Insurance	4,281	0.45%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	688	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.07%	0
25	Taxes (Not Income)	13,267	1.39%	0
26	Telephone	1,300	0.14%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	4,765	0.50%	0
29	Training			
	TOTAL MISC. EXPENSES	53,367	5.60%	0
	Executive Fees			
	TOTAL EXPENSES	225,900	23.71%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

O'HARE AND MIDWAY COMBINED

Annualized Estimated Expenses

	Parts Purchases	2,517,651		0
		0		0
	Net Parts Purchases	2,517,651		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	15,250		0
	Payroll			
2	A&DP	12,285	0.49%	0
3	Gen. Office	18,427	0.73%	0
4	Counter-J.S. 10	556,979	22.12%	0
5	Delivery 2	112,886	4.48%	0
	TOT.PAY. 12	715,827	28.43%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	125	0.00%	0
8	Delivery-Insurance	7,487	0.30%	0
9	Maintenance	13,438	0.53%	0
10	Truck Depr.	15,591	0.62%	0
11	Depreciation - F&F	0	0.00%	0
12	Emp. Benefits-Pension	11,055	0.44%	0
13	Other	92,716	3.68%	0
14	Freight & Postage	26,538	1.05%	0
15	Frt. Allow	0	0.00%	0
16	Insurance	12,115	0.48%	0
17	Interest	0	0.00%	0
18	Legal & Professional	0	0.00%	0
19	Light, Heat, Water	0	0.00%	0
20	Moving	0	0.00%	0
21	Rent	0	0.00%	0
22	Stationery, Ship. Suppl.	1,858	0.07%	0
23	Stock Loss	0	0.00%	0
24	Store	1,400	0.06%	0
25	Taxes (Not Income)	54,147	2.15%	0
26	Telephone	3,605	0.14%	0
27	Travel (Not Sales)	0	0.00%	0
28	TAMS	9,600	0.38%	0
29	Training			
	TOTAL MISC. EXPENSES	249,675	9.92%	0
	Executive Fees			
	TOTAL EXPENSES	965,502		0

City of Chicago / NAPA O'Hare Parts Room
Montrose & Mannheim
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

O'Hare Partsroom Operating Statement

	Parts Purchases	2,172,551		0
	Net Parts Purchases	2,172,551		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	13,165	0.61%	0
	Payroll			
2	A&DP	10,607	0.49%	0
3	Gen. Office	15,907	0.73%	0
4	Counter-J.S. 8	446,495	20.55%	0
5	Delivery 2	109,292	5.03%	0
	TOT PAY 10	595,466	27.41%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	109	0.01%	
8	Delivery-Insurance	7,228	0.33%	0
9	Maintenance	12,327	0.57%	0
10	Truck Depr.	14,438	0.66%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	9,544	0.44%	0
13	Other	81,322	3.74%	0
14	Freight & Postage	22,158	1.02%	0
15	Frt. Allow		0.00%	
16	Insurance	8,465	0.39%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	1,615	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.03%	0
25	Taxes (Not Income)	44,892	2.07%	0
26	Telephone	3,106	0.14%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	5,468	0.25%	0
29	Training			
	TOTAL MISC. EXPENSES	211,372	9.73%	0
	Executive Fees			
	TOTAL EXPENSES	806,838	37.14%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

City of Chicago / NAPA Midway Parts
5150 W 63rd St
Chicago, IL 60622
312-744-7543 / 312-744-5243 – FAX

Midway Partsroom Operating Statement

	Parts Purchases	345,100		0
	Net Parts Purchases	345,100		0
	OPERATING STATEMENT	**Current Month**	**% to Sales**	**Same Month Last Year**
1	Sal.-Exec.	2,085	0.60%	0
	Payroll			
2	A&DP	1,678	0.49%	0
3	Gen. Office	2,520	0.73%	0
4	Counter-J.S. 2	110,484	32.02%	0
5	Delivery	3,594	1.04%	0
	TOT.PAY. 2	120,361	34.88%	0
6	Bad Debts			
7	Data Proc. Equipt. & Suppl.	16	0.00%	
8	Delivery-Insurance	259	0.08%	0
9	Maintenance	1,111	0.32%	0
10	Truck Depr.	1,153	0.33%	0
11	Depreciation - F&F		0.00%	
12	Emp. Benefits-Pension	1,511	0.44%	0
13	Other	11,394	3.30%	0
14	Freight & Postage	4,380	1.27%	0
15	Frt. Allow		0.00%	
16	Insurance	3,650	1.06%	0
17	Interest		0.00%	
18	Legal & Professional		0.00%	
19	Light, Heat, Water		0.00%	
20	Moving		0.00%	
21	Rent		0.00%	
22	Stationery, Ship. Suppl.	243	0.07%	0
23	Stock Loss		0.00%	
24	Store	700	0.20%	0
25	Taxes (Not Income)	9,255	2.68%	0
26	Telephone	499	0.14%	0
27	Travel (Not Sales)		0.00%	
28	TAMS	4,132	1.20%	0
29	Training			
	TOTAL MISC. EXPENSES	38,303	11.10%	0
	Executive Fees			
	TOTAL EXPENSES	158,664	45.98%	0

Remit To: Genuine Parts Company
P.O. Box 2468
Naperville, Illinois 60567-2468

EXHIBIT 8
HARDWARE/SOFTWARE MAINTENANCE SERVICES

EXHIBIT 8
HARDWARE/SOFTWARE MAINTENANCE SERVICES

TAMS EXPENSE

The breakdown of TAMS expenses are as follows:

$ 120 per month for monthly updates of the computerized cataloging system.

$ 220 per month for TAMS support in Dallas, which includes software support, periodic up-dates, as they become available and ordering of product.

$ 330 per month for TAMS m/s computer support fee which supports the interface between TAMS and the City of Chicago M4 computer system. The TAMS m/s server is located at the Central Warehouse location.

$ 80 quarterly for the hardware maintenance of printers, keyboards, modem and CRT screen at satellite locations.

$ 520 quarterly for the hardware maintenance of printers, keyboards, modem and CRT screens at the Central Warehouse.

The maintenance includes the replacement, repair and/or phone diagnostics of the above stated equipment. The phone diagnostic service is from 8:00 a.m. to 8 p.m. Eastern Time 7 days per week. Replacement of the above stated computer hardware when a problem exists is next-day air Monday – Friday.

These expenses are included in the monthly Operating Statement projections under the "TAMS" expense category.

EXHIBIT 9
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT (MBE/WBE Professional Services)

I. Policy and Terms

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25
WBE Contract Goal: 5

D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractors MBE or WBE commitment in the performance of the contract.

E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

A. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

B. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business

Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

A. The inclusion of any MBE or WBE in the contractors MBE/WBE Utilization Plan shall not conclusively establish the contractors right to full MBE/WBE credit for that firms participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposers letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

    a. A detailed statement of efforts to identify and select portions of work identified in the bid

solicitation for subcontracting to certified MBE/WBE firms;

b. A listing of all MBE/WBE firms contacted that includes:

(1) Names, address and telephone numbers of MBE/WBE firms solicited;
(2) Date and time of contact;
(3) Method of contact (written, telephone, facsimile, etc.)

c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

(1) Project identification and location;
(2) Classification/commodity of work items for which quotations were sought;
(3) Date, item and location for acceptance of subcontractor bid proposals;
(4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
(5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts quote is excessively costly, the bidder/proposer must provide the following information:

a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

(1) A listing of all potential subcontractors contacted for a quotation on that work item;
(2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1) The Citys estimate for the work under a specific subcontract;
(2) The bidder/proposers own estimate for the work under the subcontract;
(3) An average of the bona fide prices quoted for the subcontract;
(4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. **Impracticability**

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidders MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.
A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firms current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firms Area of Specialty. The MBE/WBE firms scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidders/proposers MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal.

Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidders Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractors final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."

C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.

D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractors notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) failure to satisfy the MBE/WBE percentages required by the contract; and

(2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development -Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

ATTACHMENT A – ASSIST AGENCY

African American Contractors Association
2910 S. Wentworth, Suite 1F
Chicago, IL 60616
Phone: (312) 915-5960
Fax: (312) 567-9919

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

Asian American Alliance
222 W. Cermak Road, Suite 303
Chicago, IL 60616-1986
Phone: (312) 225-9320
Fax: (312) 326-0399
Web: www.asianamericanalliance.com

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (312) 563-0746
Fax: (312) 666-1785

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chicago Area Gay & Lesbian Chamber of Commerce
1210 W. Rosedale
Chicago, IL 60660
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Business Development Council, Inc.
1 East Wacker Drive, Suite 1200
Chicago, IL 60601
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.cmbdc.org

Chicago Urban League
220 S. State Street, 11th Floor
Chicago, IL 60604
Phone: (773) 451-3509
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Contractors Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce (formerly MACC)
111 W. Washington, Suite 1660
Chicago, IL 60602
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
330 S. Wells Street, Suite 1110
Chicago, IL 60606
Phone: (312) 322-0990
Fax: (312) 461-0238
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2728
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Black Contractors
848 Dodge Avenue, Suite 347
Evanston, IL 60202
Phone: (847) 359-5356
Fax: (847) 359-5367

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418

Women's Business Development Center
8 South Michigan Ave, Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)
1455 S. Michigan Ave., 210
Chicago, IL 60605
Phone: (312) 942-1444 ext. 217
Fax: (312) 942-0802

Coalition for United Community Labor Force (CUCLF)
2100 S. Indiana Ave. #218
Chicago, IL 606016
Phone: (312) 225-2085-86
Fax: (312) 225-6742

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621
Phone: (773) 471-2015
Fax: (773) 994-8233

Inner City Youth Foundation, Inc.
4500 S. Michigan Ave.
Chicago, IL 606563
Phone: (773) 285-2000
Fax: (773) 624-0894

Ralph G. Moore & Associates (RGMA)
211 W. Wacker Dr., Suite 1050
Chicago, IL 60606
Phone: (312) 419-1911, 7251
Fax: (312) 419-1918

South Shore Chamber, Incorporated
ABF Community Service Bldg.
1750 E. 71st Street
Chicago, IL 60649
Phone: (773) 643-1652
Fax: (773) 643-1657

Small Contractors Network (SCN)
1313 E. Sibley Blvd., Suite 200
Dolton, IL 60419
Phone: (708) 849-3100
Fax: (708) 849-3110

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301 Ext. 237
Fax: (312) 432-0077
Web: www.uno-online.org

West Side 2000
1029 S. May
Chicago, IL 60607
Phone: (312) 563-0565

ATTACHMENT B

(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear_____:

(Bidder/Proposer)_____intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____
_____
_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____at _____
Name of Company Representative
Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

_____

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____
_____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____
_____
_____
_____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____ _____

2. Capital contributions:
(a) Dollar amounts of initial contribution: _____
_____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the managing partner,@ if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

_____

C. Which venturer will be responsible for the preparation of joint venture payrolls:

_____

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____

_____

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_____

_____

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
Signature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date

On this day of _____ , 20 ____ , the above-signed officers

_____
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: _____
Specification Number: _____

From: _____ MBE: Yes_____ No_____
(Name of MBE/WBE Firm) WBE: Yes_____ No_____

To: _____ and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____Sole Proprietor _____ Corporation
_____Partnership _____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

_____
_____
_____
_____

The above described performance is offered for the following price and described terms of payment:

_____
_____
_____
_____

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

_____
(Signature of Owner or Authorized Agent)

_____
Name /Title (Print)

_____
Date

_____
Phone

Rev. 9/03

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of _____

County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

_____

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)

II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount of Participation $_____

   Percent Amount of Participation: _____%

2. Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount of Participation $_____

   Percent Amount of Participation: _____%

3. Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone:_____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

5. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone:_____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

6. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone:_____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

7. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone:_____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total MBE Participation:	$_____	_____%

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
Total WBE Participation:	$_____	_____%

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

_____
Signature of Affiant (Date)

State of _____
County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name /s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

(Seal)

_____
Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____

Specification No._____

Contract No. _____

Project Name: _____

STATE OF:_____)

COUNTY (CITY) OF:_____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Prime Consultant/Contractor - Print or Type)

_____ (_____)_____
(Address of Prime Consultant/Contractor) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

Total MBE: $_____

Total WBE: $_____

MBE/WBE UTILIZATION REPORT

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____(date)

by _____(name/s of person/s)

as _____(type of authority, e.g., officer, trustee, etc.)

of _____(name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public

(Seal)

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: ANDREWS PRINTING (Name of MBE/WBE Firm)
MBE: Yes ✓ No ____
WBE: Yes ____ No ____

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

✓ Sole Proprietor ____ Corporation
____ Partnership ____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of JUNE 2008 to JULY 2011 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
PRINTING

The above described performance is offered for the following price and described terms of payment:
DUR - PAID 30 DAYS / VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Karen Andrews
(Signature of Owner or Authorized Agent)

OWNER
Name /Title (Print)

4-9-09
Date

708-333-6536
Phone

Rev 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Hayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

June 10, 2008

Royer Andrews, President
Andrews Printing
16530 S. Halsted Street
Harvey, Illinois 60426

Annual Certificate Expires: **July 1, 2009**
Vendor Number: **1025023**

Dear Mr. Andrews:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **July 2011**, however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Commercial Printing

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

NEIGHBORHOODS
BUILDING CHICAGO TOGETHER

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: BRAD'S TIRE, INC. (Name of MBE/WBE Firm)
MBE: Yes X No ____
WBE: Yes ____ No X

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of JULY 2008 to NOV 2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
AUTOMOTIVE, TRUCK, + EQUIPMENT TIRES, SUPPLIES, SERVICES

The above described performance is offered for the following price and described terms of payment:
OUR PAID BY VISA.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)
PRESIDENT (Name Title (Print))
19-MARCH 09 (Date)
773-975-3900 (Phone)

Rev. 9/15

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

http://www.cityofchicago.org

July 29, 2008

Stuart K. Bradshaw, President
Brad's Tire, Inc.
9100 South Chicago Avenue
Chicago, Illinois 60617

Annual Certificate Expires: **November 1, 2009**
Vendor Number: **1015771**

Dear Mr. Bradshaw:

We are pleased to inform you that **Brad's Tire, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **November 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Automotive Tune Ups; Automotive Alignments; Automotive Brake Service; Tire Sales and Repair (New, Used, Retreaded); Road Service

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lyndon
Deputy Procurement Officer

LAL/cc

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: Cesars Equipment Co (Name of MBE/WBE Firm)
MBE: Yes X No ____
WBE: Yes ____ No X

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of MARCH 2009 to MARCH 2011 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
EQUIPMENT PARTS, SNOW PARTS, HYDRAULIC CYLINDER & PUMP REPAIRS

The above described performance is offered for the following price and described terms of payment:
O.U.R. PAID BY VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Cesar Regalado
(Signature of Owner or Authorized Agent)

Cesar Regalado President
Name /Title (Print)

4-14-09
Date

708 430-1919
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

May 15, 2009

Cesar Regalado, President
Cesar's Equipment Co.
8770 S. 78th Avenue
Bridgeview, Illinois 60455

Annual Certificate Expires: **March 1, 2010**
Vendor Number: **1066953**

Dear Mr. Regalado:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **March 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **March 1, 2010.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Hydraulic Equipment Repair Services;
Wholesaler of Industrial Machinery and Equipment

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/emc

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: **Chicago Parts & Sound** (Name of MBE/WBE Firm)
MBE: Yes X No
WBE: Yes X No

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

_____Sole Proprietor
_____Partnership
X Corporation
_____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of **December 3, 2007** to **February 1, 2013** for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Automotive Truck Parts & Supplies

The above described performance is offered for the following price and described terms of payment:

D. U. R – Paid by Visa

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Jacqueline M. Ledeker, President
Name /Title (Print)

4/10/09
Date

630.350.1500
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

March 31, 2009

Jacqueline Lederer
Chicago Parts & Sound, LLC.
635 Wheat Lane
Wood Dale, Illinois 60191

Annual Certificate Expires: **February 1, 2010**
Vendor Number: **51148021**

Dear Ms. Lederer:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2010.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Automotive Parts & Accessories Distributor and Supplier; Automotive Installation/ Repairs Services of Electronics; Audio/Video

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/plg

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City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

December 3, 2007

Jacqueline Lederer
Chicago Parts & Sound, LLC
635 Wheat Lane
Wood Dale, Illinois 60191

Annual Certificate Expires: February 1, 2009
Vendor Number: 51148021

Dear Ms. Lederer:

We are pleased to inform you that **Chicago Parts & Sounds, LLC.** has been certified as a **MBE** by the City of Chicago. This **MBE/WBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Automotive Parts & Accessories Distributor and Supplier; Automotive Installation/ Repairs Services of Electronics; Audio/Video

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/plg

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CHICAGO WORKS

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: CHICAGO UNITED INDUSTRIES, Ltd (Name of MBE/WBE Firm) MBE: Yes ✓ No ____ WBE: Yes ____ No ✓

To: **NAPA** (Name of Prime Contractor- Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor ✓ Corporation
____ Partnership ____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 1-8-08 to 4-1-09 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

WILL PROVIDE AUTOMOTIVE SUPPLIES AND EQUIPMENT.

The above described performance is offered for the following price and described terms of payment:

D.U.R. NET 30 DAYS

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

George Loera
(Signature of Owner or Authorized Agent)

GEORGE LOERA, PRESIDENT
Name /Title (Print)

3/23/09
Date

312-786-1471
Phone

Rev 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

April 29, 2009

VIA FACSIMILE/REGULAR
George Loera, President
Chicago United Industries, Ltd.
53 West Jackson Blvd., Suite 1450
Chicago, Illinois 60604

Dear Mr. Loera:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until July 1, 2009.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

423610 Electrical, Lighting, Fixtures Equipment and Supplies; 423840 Industrial Supplies and Equipment; 423850 Janitorial Equipment, Supplies and Machinery; 33319 Water Systems and Chemicals; 221310 Water Distribution Supplies and Equipment; 337215 Furniture; 423610 Automotive Supplies and Equipment; 339950 Blanks, Signs Aluminum Unfinished; Blanks, Signs Aluminum Powder Coated

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

for Mark Hands
Managing Deputy Procurement Officer

MH/cc

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: Every Bloomin Spry Inc.
(Name of MBE/WBE Firm)

MBE: Yes ____ No X
WBE: Yes X No ____

To: **NAPA** and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Jan 2009 to Jan 2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Truck wash, Floor wash, Janitorial Supplies

The above described performance is offered for the following price and described terms of payment:
D.U.R. Pd. by visa

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Adrienne Russ
(Signature of Owner or Authorized Agent)

ADRIENNE RUSS - President
Name /Title (Print)

3/20/09
Date

773-227-1144
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gaylor
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

January 23, 2009

Ms. Adrienne Russ
Every Bloomin Industrial Supply, Inc.
2541 W. Armitage
Chicago, IL 60647

Annual Certificate Expires: **January 1, 2010**
Vendor Number: **1040315**

Dear Ms. Russ:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **January 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2010.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Distributor of Hardware; Plumbing; Janitorial; Electrical; Safety; Disaster Supplies

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark J. Hands
Managing Procurement Officer

LAL/bc

IL UCP HOST: METRA

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BUILDING CHICAGO TOGETHER

CHICAGO WORKS

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Vehicle & Equipment Parts Management & Supply
Specification Number: 65195

From: HALLAGAN OFFICE SUPPLY (Name of MBE/WBE Firm)
MBE: Yes ____ No X
WBE: Yes X No ____

To: NAPA (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of DEC 2008 to NOV 2011 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
OFFICE SUPPLIES, FURNITURE, & EQUIPMENT

The above described performance is offered for the following price and described terms of payment:
OUR - PAID BY VISA.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Joan Hallagan
(Signature of Owner or Authorized Agent)

Joan Hallagan President
Name /Title (Print)

3-19-09
Date

7736370626
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Hayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2941 (TTY)
http://www.cityofchicago.org

December 4, 2008

Joan Hallagan
Hallagan Office Supply
6854 W. North Avenue
Chicago, IL 60707

Annual Certificate Expires: **November 1, 2009**
Vendor Number: **1038468**

Dear Ms. Hallagan:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **November 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009**.

As a condition of continued certification during this five year period, you must file a No Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Sale of Office Supplies

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

NEIGHBORHOODS ALIVE!
BUILDING CHICAGO TOGETHER

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Vehicle & Equipment Parts
Name of Project/Contract: Management & Supply
Specification Number: 65195

From: INTER-CITY SUPPLY CO., INC. (Name of MBE/WBE Firm)
MBE: Yes X No
WBE: Yes X No

To: NAPA (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor
_____ Partnership
X Corporation
_____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of FEB 2009 to DEC 2011 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
PACKAGING MATERIALS, JANITORIAL SUPPLIES

The above described performance is offered for the following price and described terms of payment:
D.U.R. - PAID BY VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Jackie Dyess
(Signature of Owner or Authorized Agent)
JACKIE DYESS, PRESIDENT
Name/Title (Print)
4/9/09
Date
(773) 731-8007
Phone

Rev 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

February 4, 2009

Jackie B. Dyess, President
Inter-City Supply Company, Inc.
8830 South Dobson Avenue
Chicago, Illinois 60619

Annual Certificate Expires: **December 1, 2009**
Vendor Number: **414901**

Dear Ms. Dyess:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **December 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Distributor of Janitorial Products, Disposable Food Service Supplies, Packaging Materials, Plastic Bags, and Floor Care Equipment

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/ds

IL UCP HOST: METRA

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Vehicle & Equipment Parts Management & Supply
Specification Number: 65195

From: Nak-Man Corporation
(Name of MBE/WBE Firm)

MBE: Yes X No ____
WBE: Yes ____ No X

To: NAPA and the City of Chicago:
(Name of Prime Contractor- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
__X__ Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of April 29,2008 to April 1,2012 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Metal Products

The above described performance is offered for the following price and described terms of payment:

D.U.R. - Paid by VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

George E. Hartman
(Signature of Owner or Authorized Agent)

George E. Hartman V-P
Name/Title (Print)

March 19, 2009
Date

(847) 673-7377
Phone

Rev 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

May 11, 2009

Perry Nakachi
Nak-Man Corporation
5500 W. Touhy Avenue, Unit K
Skokie, IL 60077

Annual Certificate Expires: **April 1, 2010**
Vendor Number: **1023779**

Dear Mr. Nakachi:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **April 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2010.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Distributor of Steel Products

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc

IL UCP HOST: Metra

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From Petty's Exterminating Co.
(Name of MBE/WBE Firm)

MBE: Yes X No
WBE: Yes ____ No ____

To: **NAPA** and the City of Chicago:
(Name of Prime Contractor- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
__X__ Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 11-30-2007 to 4-01-2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Pest Control Services

The above described performance is offered for the following price and described terms of payment:

net 30

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Kathleen L. Petty
(Signature of Owner or Authorized Agent)

Kathleen L. Petty/Vice President
Name/Title (Print)

03/19/2009
Date

773-277-0437
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

April 2, 2009

Charles Petty, President
Petty's Exterminating Company
1515 South Pulaski Road
Chicago, Illinois 60623

Mr. Petty:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until June 1, 2009.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Pest Control Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/cc

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City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

November 30, 2007

Charles Petty, President
Petty's Exterminating Company
1515 South Pulaski Road
Chicago, Illinois 60623

Annual Certificate Expires: **April 1, 2009**
Vendor Number: **680263**

Dear Mr. Petty:

We are pleased to inform you that **Petty's Exterminating Company** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **April 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Pest Control Services

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/cc

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: QUIMEX INC. (Name of MBE/WBE Firm)
MBE: Yes ✓ No
WBE: Yes ____ No ✓

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
✓ Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of JANUARY 31, 2007 to JULY 2012 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

CHEMICALS, SOLVENTS & LUBRICANTS

The above described performance is offered for the following price and described terms of payment:

PRICE AT TIME OF ORDER NET 30 OR VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Felipe J. Estrada
(Signature of Owner or Authorized Agent)

FELIPE J. ESTRADA PRESIDENT
Name /Title (Print)

3-20-09
Date

708-597-6201
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

August 7, 2008

Felipe (Phil) Estrada, President
Quimex, Inc.
14702 S. Hamlin Avenue
Midlothian, IL 60445

Annual Certificate Expires: **July 1, 2009**
Vendor Number: 705981

Dear Mr. Estrada:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This MBE certification is valid until **July 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Supplier and Distributor of Chemicals, Lubricants and Gasoline

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

IL UCP HOST: CITY OF CHICAGO

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: R.G. Smith Equipment Co. (Name of MBE/WBE Firm)
MBE: Yes ___ No ✓
WBE: Yes ✓ No ___

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

___ Sole Proprietor ✓ Corporation
___ Partnership ___ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Sept. 2008 to Oct. 2011 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Automotive, Truck, Equipment Parts + Service

The above described performance is offered for the following price and described terms of payment:
D.U.R ~ PAID BY VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Shirlee L. Smith
(Signature of Owner or Authorized Agent)
Shirlee L. Smith, Vice Pres. Sec/Treas.
Name/Title (Print)
March 20. 2009
Date
847-824-0117
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

September 26, 2008

Patricia L. Smith, President
R. G. Smith Equipment Co.
622 East Northwest Highway
Des Plaines, Illinois 60016

Annual Certificate Expires: **October 1, 2009**
Vendor Number: **1070538**

Dear Ms. Smith:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until **October 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Sales and Parts for Transportation Equipment

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/dm

IL UCP HOST: CTA

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Vehicle & Equipment Parts Management & Supply
Specification Number: 65195

From: RAE PRODUCTS
(Name of MBE/WBE Firm)

MBE: Yes ____ No X
WBE: Yes X No ____

To: NAPA and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 7/1/09 to 7/1/13 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

PAINT AND PAINT SUPPLIES

The above described performance is offered for the following price and described terms of payment:

D.U.R. - PAID BY VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Donna Gruenberg
(Signature of Owner or Authorized Agent)

DONNA GRUENBERG, PRES.
Name /Title (Print)

MARCH 20, 2009
Date

708-396-1984
Phone

Rev 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

April 28, 2008

Donna Gruenberg, President
Rae Products and Chemicals Corporation
11630 South Cicero Avenue
Alsip, Illinois 60803

Annual Certificate Expires: **July 1, 2009**
Vendor Number: **708377**

Dear Ms. Gruenberg:

We are pleased to inform you that **Rae Products and Chemicals Corporation** has been certified as a **Women Owned Business Enterprise (WBE) by** the City of Chicago. This **WBE** certification is valid until **July 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Supplier of Janitorial Supplies; Asphalt Resurfacing Products; Supplier of Paints, Industrial Coatings, Painting supplies and Stripping Materials; Traffic Safety System Supplies; Supplier of Traffic and Zone Paints; Plumbing Supplies; Supplier of Water Coolers and Signage Supplies; Pavement Maintenance and Marking Supplies; Supplier of Arrow Board Trailer and Solar Powered Arrow Boards

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/cc

IL UCP HOST: CTA

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BUILDING CHICAGO TOGETHER

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: SMaRT Technology Services, Inc. (Name of MBE/WBE Firm) MBE: Yes X No ____ WBE: Yes ____ No X

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 10/01/09 to 10/1/11 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Computer Hardware + Software

The above described performance is offered for the following price and described terms of payment:
D.U.R - PAID By VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Theresa Jamison
(Signature of Owner or Authorized Agent)

Theresa Jamison Vice President
Name /Title (Print)

3/19/09
Date

312-612-8223
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Monuel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

February 6, 2009

Stephen C. Baker, President
Smart Technology Services, Inc.
156 North Jefferson Street
Chicago, Illinois 60661

Annual Certificate Expires: **October 1, 2009**
Vendor Number: 1062854

Dear Mr. Baker:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until October 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Reseller of Computer Hardware and Software; Computer Consulting, Installation and Repair; LAN/WAN Consulting, Installation and Migration; Computer Software Support and Installation

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/mck

NEIGHBORHOODS

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: SES Inc
(Name of MBE/WBE Firm)

MBE: Yes X No
WBE: Yes ____ No ____

To: **NAPA**
(Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of April 2007 to NOV 2012 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Equipment Parts & Supplies

The above described performance is offered for the following price and described terms of payment:

To Be Paid by Visa

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Sal Mangialomini
(Signature of Owner or Authorized Agent)

SAL MANGIALOMINI OPERATIONS MGR.
Name/Title (Print)

4-15-09
Date

630-231-4840 x316
Phone

Rev 9/03

Chicago
d M. Daley, Mayor

ment of
ement Services

I M. Gayles
Procurement Officer

all, Room 403
orth LaSalle Street
go, Illinois 60602
744-4900
744-2949 (TTY)
//www.cityofchicago.org

December 18, 2008

Stephen L. Martines
Steve's Equipment Services, Inc.
1400 Powis Road
West Chicago, Illinois 60185

Annual Affidavit Certificate Expires: **November 1, 2009**
Vendor Number: **829210**

Dear Mr. Martines:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **November1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009.**

As a condition of continued certification during this five-year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Sales, Service, Lease of Motor Vehicle Parts, Motor Vehicle Components, Construction Equipment, Snow Removal and Melting Equipment, Anti-Icing Systems and Trailers; Heavy Earth Moving Construction Equipment; Installation and Maintenance of Diesel Generators; Anti-Icing Systems Construction; Distributor of Water Meter Boxes and Covers

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: Sutton Ford Inc
(Name of MBE/WBE Firm)

MBE: Yes ✓ No_____
WBE: Yes_____ No_____

To: **NAPA**
(Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

_____Sole Proprietor
_____Partnership
INC. Corporation
_____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Jan 2009 to FEB 2009 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Automobile + Truck parts

The above described performance is offered for the following price and described terms of payment:

D.U.R paid by VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Sue Schaffroth
(Signature of Owner or Authorized Agent)

Sue Schaffroth Sec/Treas.
Name /Title (Print)

3-20-09
Date

708-720-8039
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

January 9, 2009

Mr. Nathaniel Sutton
Sutton Ford, Inc.
21315 Central Avenue
Matteson, Illinois 60443

Dear Mr. Sutton:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until February 1, 2009.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward **MBE** goals in the following specialty areas(s):

— **Wholesaler Dealer of Automobile, Trucks and Truck Parts**

If you have any questions, please contact our office at (312) 742-0766.

Sincerely,

Mark J. Hands
Managing Deputy Procurement Officer

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: TRI-ANGLE FAB & BODY CO. INC.
(Name of MBE/WBE Firm)

MBE: Yes X No ____
WBE: Yes ____ No X

To: **NAPA** and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of FEB 25, 2008 to DEC, 2011 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
SNOW EQUIPMENT PARTS, CHIPPER PARTS HYDRAULIC PARTS + CYLINDERS, MISC. REPAIR PARTS, VACUUM EQUIPMENT PARTS FABRICATION

The above described performance is offered for the following price and described terms of payment:
DUP - PAID BY VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

[signature]
(Signature of Owner or Authorized Agent)

JOSE A. GONZALEZ V.P.
Name /Title (Print)

April 9, 2009
Date

773-523-0421
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

December 16, 2008

Manuel Gonzalez, President
Tri-Angle Fabrication & Body Co., Inc.
3701 South St. Louis Avenue
Chicago, Illinois 60632

Annual Certificate Expires: **December 1, 2009**
Vendor Number: **1008719**

Dear Mr. Gonzalez:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **December 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Provide, Install and Mount Municipal Equipment;
Fabrication, Repair and Welding of Auto, Truck and Specialized Body Equipment;
Automotive Mechanical and Electrical Repair and Maintenance;
Distributor of Luggage Containment Systems;
Distributor and Installer of Hydraulic Lifters;
Distributor of Catch Basin Cleaning/Solid Waste Equipment;
Provide and Install Emergency Lighting System;
Sales, Parts, Service for Snow Plows, Immobility Devices, Sweepers, Specialty and Emergency Vehicle Truck Bodies.

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer
LAL/cc

IL UCP HOST: CTA

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SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: **Vehicle & Equipment Parts Management & Supply**
Specification Number: **65195**

From: Truck Tire Sales Inc. (Name of MBE/WBE Firm)
MBE: Yes ✓ No ____
WBE: Yes ____ No ____

To: **NAPA** (Name of Prime Contractor - Bidder/Proposer) and the City of Chicago:

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor
____ Partnership
✓ Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of March 2009 to March 2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Automotive, Truck, + Equipment Tires, Supplies, Services

The above described performance is offered for the following price and described terms of payment:
DUR. - Paid By VISA

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)
Edward Gomez President
Name/Title (Print)
4-10-09
Date
773 285-3000
Phone

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

March 13, 2009

Edward Gomez
Truck Tire Sales, Inc.
426 W. Pershing Road
Chicago, IL 60609

Annual Certificate Expires: **March 1, 2010**
Vendor Number: **871492**

Dear Mr. Gomez:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **March 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **March 1, 2010.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility 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 City in any inquiry or investigation. Removal of eligibility procedures 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 the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Tire Sales and Service; Weed Cutting Services; Transportation Services

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc

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SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name: VEHICLE + EQUIPMENT PARTS MANAGEMENT + SUPPLY

State of ILLINOIS

County (City) of DUPAGE

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

NAPA

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)

II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: ANDREWS PRINTING

   Address: 16530 S. HALSTED ST. HARVEY, IL 60426

   Contact Person: ROYER ANDREWS Phone: 708-333-6536

   Dollar Amount of Participation $ 76,000

   Percent Amount of Participation: .04 %

2. Name of MBE/WBE: BRAD'S TIRE

   Address: 9100 S. CHICAGO AVE. CHICAGO, IL 60617

   Contact Person: STUART BRADSHAW Phone: 773-978-3900

   Dollar Amount of Participation $ 9,500,000

   Percent Amount of Participation: 5.0 %

3. Name of MBE/WBE: CESAR'S EQUIPMENT CO.

   Address: 9016 S. OKETO BRIDGEVIEW, IL 60455

   Contact Person: CESAR REGALADO Phone: 708-430-7419

SCHEDULE D-1

Dollar Amount of Participation $ 7,400,000

Percent Amount of Participation: 4.0 %

4. Name of MBE/WBE: CHICAGO PARTS + SOUND

Address: 635 WHEAT LANE WOODDALE, IL 60191

Contact Person: JACQUELINE LEDERER Phone: 630-350-1500

Dollar Amount of Participation $ 1,900,000

Percent Amount of Participation: 1.0 %

5. Name of MBE/WBE: CHICAGO UNITED IND.

Address: 53 W. JACKSON BLVD. CHICAGO, IL 60604

Contact Person: GEORGE LOERA Phone: 312-786-1471

Dollar Amount of Participation $ 3,800,000

Percent Amount of Participation: 2.0 %

6. Name of MBE/WBE: EVERY BLOOMIN INDUSTRIAL SUPPLY, INC

Address: 2514 W. ARMITAGE SUITE 2E CHICAGO, IL 60647

Contact Person: ADRIENNE RUSS Phone: 773-227-1144

Dollar Amount of Participation $ 6,650,000

Percent Amount of Participation: 3.5 %

7. Name of MBE/WBE: HALLAGAN OFFICE SUPPLIES, INC.

Address: 6854 W. NORTH AVE. CHICAGO, IL 60707

Contact Person: JOAN HALLAGAN Phone: 773-637-0626

Dollar Amount of Participation $ 190,000

Percent Amount of Participation: .1 %

8. Attach additional sheets as needed.

SCHEDULE D-1

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

8. A. Name of MBE/WBE: INTER-CITY SUPPLY CO., INC

Address: 8830 S. DOBSON CHICAGO, IL 60619

Contact Person: JACKIE DYESS Phone: 773-731-8007

Dollar Amount of Participation $ 475,000

Percent Amount of Participation: .25 %

9. B. Name of MBE/WBE: NAK-MAN CORPORATION

Address: 5500 W. TOUHY UNIT K SKOKIE, IL 60077

Contact Person: PERRY NAKACHI Phone: 847-673-7377

Dollar Amount of Participation $ 532,000

Percent Amount of Participation: .28 %

10. B. Name of MBE/WBE: DETTY'S EXTERMINATING

Address: 1515 S. PULASKI RD. CHICAGO, IL 60623

Contact Person: CHARLES DETTY Phone: 773-277-0437

Dollar Amount of Participation $ 19,000

Percent Amount of Participation: .01 %

11. A. Name of MBE/WBE: QUIMEX INC.

Address: 14702 S. HAMLIN AVE. MIDLOTHIAN, IL 60445

Contact Person: FELIPE ESTRADA Phone: 708-597-6201

Dollar Amount of Participation $ 8,075,000

Percent Amount of Participation: 4.25 %

8. Attach additional sheets as needed.

SCHEDULE D-1

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

12. A. Name of MBE/WBE: R.G. SMITH EQUIPMENT CO.

Address: 622 NORTHWEST HIGHWAY DES PLAINES, IL 60016

Contact Person: PATRICIA SMITH Phone: 847-824-0117

Dollar Amount of Participation $ 950,000

Percent Amount of Participation: .5 %

13. B. Name of MBE/WBE: RAE PRODUCTS + CHEMICALS CORP.

Address: 11638 S. MAYFIELD AVE. ALSIP, IL 60803

Contact Person: DONNA GRUENBERG Phone: 708-396-1984

Dollar Amount of Participation $ 47,500

Percent Amount of Participation: .025 %

14. B. Name of MBE/WBE: SMART TECHNOLOGY SERVICES, INC.

Address: 156 N. JEFFERSON SUITE 200 CHICAGO, IL 60661

Contact Person: STEVE BAKER Phone: 312-612-8223

Dollar Amount of Participation $ 38,000

Percent Amount of Participation: .02 %

15. A. Name of MBE/WBE: STEVE'S EQUIPMENT SERVICES, INC.

Address: 1400 POWIS RD. WEST CHICAGO, IL 60185

Contact Person: STEPHEN MARTINES Phone: 630-231-4840

Dollar Amount of Participation $ 1,425,000

Percent Amount of Participation: .75 %

B. Attach additional sheets as needed.

SCHEDULE D-1

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

16. A. Name of MBE/WBE: SUTTON FORD

Address: 21315 CENTRAL AVE MATTESON, IL 60443

Contact Person: NATHANIEL SUTTON Phone: 708-720-8100

Dollar Amount of Participation $ 21,850,000

Percent Amount of Participation: 11.5 %

17. B. Name of MBE/WBE: TRIANGLE BODY + FABRICATION, INC.

Address: 3701 S. ST. LOUIS CHICAGO, IL 60632

Contact Person: MANUEL GONZALEZ Phone: 773-523-0421

Dollar Amount of Participation $ 3,325,000

Percent Amount of Participation: 1.75 %

18 B. Name of MBE/WBE: TRUCK TIRE SALES, INC.

Address: 426 W. PERSHING CHICAGO, IL 60609

Contact Person: EDWARD GOMEZ Phone: 773-285-3000

Dollar Amount of Participation $ 5,700,000

Percent Amount of Participation: 3.0 %

7. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone:_____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

8. Attach additional sheets as needed.

SCHEDULE D-1

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation	
ANDREWS PRINTING	$ 76,000	.04 %	
BRAD'S TIRE	$ 9,500,000	5.00 %	
CESAR'S EQUIPMENT	$ 7,600,000	4.00 %	
CHICAGO UNITED	$ 3,800,000	2.00 %	
NAK-MAN CORP.	$ 532,000	.28 %	
Total MBE Participation:	$ 61,940,000	32.60 %	INCLUDES ATTACHMENT

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation	
CHICAGO PARTS	$ 1,900,000	1.00 %	
EVERY BLOOMIN IND.	$ 1,150,000	3.50 %	
HALLAGAN OFFICE	$ 190,000	.10 %	
INTER-CITY SUPPLY	$ 475,000	.25 %	
RG SMITH EQUIPMENT	$ 950,000	.50 %	
Total WBE Participation:	$ 10,212,500	5.375 %	INCLUDES ATTACHMENT

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name TIMOTHY E SCANLAN Phone Number: 630-305-4415

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant (Date) 4.13.09

State of ILLINOIS
County of DUPAGE

This instrument was acknowledged before me on 4.13.09 (date)
by TIMOTHY E SCANLAN (name /s of person/s)
as GENERAL MANAGER (type of authority, e.g., officer, trustee, etc.)
of NAPA CHICAGO GENUINE PARTS CO. (name of party on behalf of whom instrument was executed).

(Seal)

Kathryn A Carbery
Signature of Notary Public

OFFICIAL SEAL
KATHRYN A. CARBERY
Notary Public - State of Illinois
My Commission Expires Jul 29, 2011

Schedule D-1 Attachment

IV. Summary of MBE Proposal continued:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
Petty's Exterminating	$ 19,000	.01
Quimex Inc.	$ 805,000	4.25
Smart Technology	$ 38,000	.02
Steve's Equipment	$ 1425,000	.75
Sutton Ford	$ 21,850,000	11.50
Triangle Fabrication	$ 3325,000	1.75
Truck Tire Sales	$ 5,700,000	3.00

V. Summary of WBE Proposal continued:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
RAE Products	$ 47,500	.025

EXHIBIT 11
CITY OF CHICAGO INVENTORY POLICIES AND PROCEDURES

City of Chicago
Inventory
Policies and Procedures

This policy relates to all City Departments that have inventory that is reflected in the City's Comprehensive Annual Financial Report. All inventory locations are required to have these policies and procedures in place to ensure proper inventory management. These policies and procedures will include:

A. Organization of inventory facilities
B. Inventory records and valuation
C. Cycle counts and reconciliation to inventory records
D. Inventory cut-off
E. Year end inventory
F. Year end compilations and reconciliation to financial records
G. Discontinued goods and obsolescence
H. Supplies

City departments affected by these policies and procedures include, but not limited to:

1. Finance (27)
2. General Services (38)
3. Fleet Management (40)
4. Health (41)
5. Police (57)
6. Streets and Sanitation (81)
7. Transportation (84)
8. Water Management (88)

All inventory policies and procedures will be coordinated by the Office of the City Comptroller and subject to the review by the City's Office of Compliance – Internal Audit.

Purpose

The purpose of this policy is to establish a uniform system for inventory cycle counts, inventory cut-offs, valuation of inventory, reconciliation of inventory to the City's books and records, and the accounting for obsolete inventory and discontinued goods. This policy does not address the procedures to be performed relating to the ordering of inventory, receipting the inventory order, and releasing the inventory to the field for its intended use. Policies and procedures are departmental specific and based on the systems used by that department.

Definitions

- Inventory – assets held by the City that are intended to be used in the course of the City's operations.

- Supplies – items that are consumable. Generally, these items would be commodities with a shorter life while in use than items that would remain in inventory after issuance or assignment for use. Examples include copy paper, print cartridges, forms, cleaning materials, etc.

- Cycle Counts – partial physical counts of inventory performed according to a schedule that is reasonable and appropriate for the inventory type. Part of the inventory should be counted on a periodic basis so that each item is counted multiple times per year.

- FIFO (first-in, first-out) – is an inventory cost method whereby the first goods purchased are assumed to be the first goods sold so that the ending inventory consists of the most recently purchased goods.

- Weighted Average – is an inventory cost method whereby different costs associated with inventory items due to the time the inventory was purchased affects the value of the inventory valuation. For example:

  10 items purchased @ $1.00 each
  12 items purchased @ $1.10 each
  5 items purchased @ $1.05 each
  27 items valued @ $1.0537 each

- Discontinued Goods – items that are no longer a current commodity but could still have some useful purpose. These items could be used to repair an older vehicle, machine, or pipeline.

- Obsolete Inventory – inventory items whose effective use periods have expired, have no useful life due to replacement by similar inventory items with enhanced capabilities and efficiencies, or are no longer usable for their intended purpose through contamination. Also includes inventory items that have not been used in over two years and currently are no longer used within the City.

City's Inventory Accounting Policy

The significant accounting policy included in the notes to the financial statements states that: *Inventory includes government – wide inventories which are stated at cost determined principally, using the average cost method. For proprietary funds, the cost of inventories is recorded as capital assets when used (consumption method).*

Governmental fund inventories are accounted using the purchase method and are offset by a reservation of fund balance to indicate that they do not represent expendable available financial resources.

A. Organization of Inventory Facilities

Each department is responsible for maintaining a well organized and clean facility to ensure that inventory is accessible by authorized personnel, properly secured, and easy to count when performing an inventory cycle count. All inventories must be labeled and stored in its allocated space. At a minimum each inventory facility should:

- Maintain each type of inventory item in one location which is appropriately labeled to prevent the need to visit several areas of the facility to count an inventory item.
- Be secured to only allow authorized personnel in the facility. A list of authorized personnel should be maintained for each facility and updated on an annual basis or sooner, if needed.
- Be clean and organized with all inventory items located in the proper area.

B. Inventory Records and Valuation

Each department should maintain a detailed Inventory Ledger that includes **all** inventory items stored at the facility including the number of each inventory item, the location, the weighted average cost for each inventory item, and the total value (the number of inventory items multiplied by the average cost of the inventory item). The Inventory Ledger should be updated for inventory received from vendors and inventory used by the City on a daily basis. The source of the updates to the Inventory Ledger should be the shipping invoices from the vendors and the inventory request sheets provided by the City employee requesting the inventory.

If the weighted average inventory valuation method is not feasible, then the department can apply the FIFO method.

C. Cycle Counts and Reconciliation to Inventory Records

Each department will determine the frequency of cycle counts (i.e. daily, weekly, or monthly) and the number of inventory items to be counted based an internal risk assessment which will include an analysis of the type of inventory and past inventory experience. For inventory that turns over more frequently, is higher in value, and is more accessible to shrinkage/theft, the frequency of the cycle counts and the number of inventory items to be counted should be greater. Inventory cycle counts should be performed at least monthly.

The procedures to be followed should include the following:

1. Prepare the annual schedule for performing cycle counts prior to the beginning of the calendar year taking into consideration the risk assessment noted above. The final cycle count of the year should be scheduled within one week of December 31, 20xx (See Section E below).

2. For each inventory cycle count select a sample of items (i.e. 30 items) from the Inventory Ledger and count the number of items located at the inventory facility. All exceptions should be researched and resolved with appropriate adjustments made to the inventory records, if necessary.

3. For each inventory cycle count select a sample of items (i.e. 30 items) from the inventory facility and count the number of items and compare to the Inventory Ledger. All exceptions should be researched and resolved with appropriate adjustments made to the inventory records, if necessary.

4. Document inventory cycle counts on a Cycle Count Inventory Schedule to be maintained as documentation that the inventory cycle counts were performed and as documentation for any inventory adjustments. In addition, the Cycle Count Inventory Schedule should be maintained so it can be verified at a later date.

5. Should significant exceptions exist consider expanding the number of test items in the cycle count.

6. Report to the Office of the City Comptroller monthly any material inconsistencies and resolutions of the inventory cycle counts. In addition, provide copies of the reconciled inventory cycle counts to the Office of the City Comptroller on a quarterly basis within 5 business days of the end of the quarter.

D. Inventory Cut-off

The following cut-off procedures should be followed when performing inventory cycle counts:

- If there are inventory items delivered during the performance of the cycle count, they should not be placed at the appropriate inventory location until the cycle counts are completed and any differences have been identified and agreed to by the inventory counter and the facility manager.

- If there are inventory items that need to be transferred due to emergency needs during the inventory cycle counts, they should be documented on an Inventory Reconciliation Sheet to be used when reconciling the cycle counts to the inventory records. The Inventory Reconciliation Sheet should include the name

of the inventory item, the number of inventory items removed from the facility, and the reason for the removal of the inventory.

E. Year End Inventory

The final inventory cycle count of the year should be an expanded cycle count scheduled within one week of December 31, 20xx. All items with significant value must be included in the year-end cycle count. A complete inventory count is recommended. Any cycle counts taken outside of the one week window should be approved by the Office of the City Comptroller. The external auditors and the Office of Compliance – Internal Audit should be informed of the year end cycle counts at least one month before they occur to allow them the opportunity to observe the inventory if they so desire.

F. Year-end Compilation and Reconciliation to Financial Records

The results of the inventory cycle counts should be reconciled to the financial records at year end or more frequently if the cycle counts generate significant differences between the inventory records and the test counts. When reconciling inventory records to the financial records the following procedures should be followed:

1. Obtain the Inventory Ledger, discussed in Inventory Records and Valuation above, as of the date of the inventory cycle count (within one week of year end).

2. Obtain copies of the vendor invoices relating to the inventory delivered to the facility from the date of the inventory cycle count to year end.

3. Obtain copies of the inventory request sheets documenting the inventory used or taken by City employees from the date of the inventory cycle count to year end.

4. Update the inventory ledger for the new inventory received from step 2 above and the inventory used from step 3 above including the number of units, the cost, and the extended value.

5. Provide the final year-end Inventory Ledger to the Office of the City Comptroller reconciling all significant differences.

G. Discontinued Goods and Obsolescence

Each department should review the inventory on an annual basis to determine whether there are any discontinued goods or obsolete inventory. All discontinued goods and obsolete inventories should be summarized on an Inventory Obsolescence Report identifying the inventory item, inventory cost, and the number of items held by the City and **excluded from the year end inventory**. The Inventory Obsolescence Report should be submitted to the Office of the City Comptroller for review and approval. The

Office of the City Comptroller will record the appropriate adjustment to write-off the inventory that is obsolete or discontinued.

Each department should be careful to maintain inventory items that are no longer manufactured or available to be purchased which are necessary to repair and replace certain infrastructure items.

H. Supplies

Departments with significant amounts of supplies should follow these inventory procedures to ensure proper safeguarding and prevention of shrinkage, slippage, and theft. When performing cycle counts, separate items that are considered supplies from the inventory and **do not include the supplies in the inventory count.** In addition, do not provide the final year end Supplies Ledger to the Office of the City Comptroller.

EXHIBIT 12
REQUIRED INSURANCE PROVISIONS
AND CITY OF CHICAGO INSURANCE CERTIFICATE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Department of Fleet Management
Vehicle Parts and Supply Management
Specification No.: 65195

Contractor must provide and maintain, during the term of the Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing Services for Contractor must maintain limits of not less than $1,000,000 with the same terms in this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) All Risk Property

Contractor must provide and maintained All Risk Property Insurance in the amount of full replacement value to cover against loss or damage to the automotive parts inventories and related supplies and other contents that are parts of this contract while is the care, custody and control of Contractor.

Contractor is responsible for all loss or damage to City property, equipment and the automotive parts inventories and related supplies on site at full replacement cost while in Contractor's care, custody and control or other losses that result from this Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to automotive parts inventories related to the Agreement) materials, equipment, tools and supplies owned, rented or used

5) Professional Liability

When any safety, environmental, management or other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

6) Valuable Papers

When any media, data, specifications, records, reports, files and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements.The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event

coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required herein, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

GENUINE PARTS COMPANY
MIDWEST DIVISION
700 ENTERPRISE COURT
NAPERVILLE, ILLINOIS 60563

LEE MAHER
VICE PRESIDENT

Lee Maher, Division Vice President
Genuine Parts Company
700 Enterprise Court
Naperville, Illinois 60563

City of Chicago
Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602

April 9, 2009

RE: **Contract for Vehicle & Equipment Parts Management & Supply Specification # 65195; Contract # 19539**

Dear Ms. Riley:

This letter is to document Genuine Parts Company's acknowledgement and understanding of the requirements of Exhibit 12, Section A. 7, Contractor's Pollution Liability.

In relation to the services provided by Genuine Parts Company, if any remediation work is performed that may cause a pollution exposure to the City of Chicago, Genuine Parts Company will ensure that the third party engaged to perform such remediation work carries the required amounts of insurance detailed in Exhibit 12, Section A. 7.

Please don't hesitate to contact me directly if you have questions or need to discuss the above items.

Sincerely,

Lee Maher
Division Vice President
Genuine Parts Company

ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE 04/06/2009

PRODUCER 877-945-7378

Willis of Alabama, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Genuine Parts Company
dba NAPA, et al.
Motion Ind, Balkamp, Johnson Ind, EIS Inc,
Rayloc, SP Richards & Subs
2999 Circle 75 Parkway
Atlanta, GA 30339

COMPANIES AFFORDING COVERAGE

COMPANY A	Arch Insurance Company	11150-001
COMPANY B	ACE American Insurance Company	22667-001
COMPANY C	Aspen Insurance UK Limited	F9112-001
COMPANY D	Underwriters at Lloyd's London (IL)	15792-001

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY	PRP002027902	2/28/2009	2/28/2010	[ ] BUILDING	$
B	CAUSES OF LOSS	GPAD35652218	2/28/2009	2/28/2010	[ ] PERSONAL PROPERTY	$
C	[ ] BASIC	PX5346308	2/28/2009	2/28/2010	[ ] BUSINESS INCOME	$
D	[ ] BROAD	GEP2272	2/28/2009	2/28/2010	[ ] EXTRA EXPENSE	$
	[X] SPECIAL				[ ] BLANKET BUILDING	$
	[X] EARTHQUAKE				[ ] BLANKET PERS PROP	$
	[X] FLOOD				[X] BLANKET BLDG & PP	$ 15,000,000.
	[X] Windstorm					$
	[X]					$
	[ ] INLAND MARINE					$
	TYPE OF POLICY					$
						$
	CAUSES OF LOSS					$
	[ ] NAMED PERILS					$
	[ ] OTHER					$
	[ ] CRIME					$
	TYPE OF POLICY					$
						$
	[ ] BOILER & MACHINERY					$
						$
	[ ] OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

Specification #65195; Contract #19539
Locations - per schedule attached.
Policies provide All Risk Replacement Cost Coverage for Insured's and City-Owned Inventory and Valuable Papers (subject to a sulimit of $1,000,000)

60 days prior written notice to be given to the City in the event coverage is substantially

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1995

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE 04/06/2009

PRODUCER 877-945-7378

Willis of Alabama, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Genuine Parts Company
dba NAPA, et al.
Motion Ind, Balkamp, Johnson Ind, EIS Inc,
Rayloc, SP Richards & Subs
2999 Circle 75 Parkway
Atlanta, GA 30339

COMPANIES AFFORDING COVERAGE

COMPANY A	Arch Insurance Company	11150-001
COMPANY B	ACE American Insurance Company	22667-001
COMPANY C	Aspen Insurance UK Limited	F9112-001
COMPANY D	Underwriters at Lloyd's London (IL)	15792-001

Location of Premises/Description of Property
changed, cancelled, or non-renewed.

Special Conditions/Other Coverages

MORTGAGE CLAUSE - As respects Real Property only, loss, if any, under this policy shall be payable to the mortgagee (or trustee) as its interest may appear under all present or future mortgages upon the property herein insured in which the aforesaid may have an interest as mortgagee (or trustee) in order or precedence of mortgages., and this insurance as to the interest of said mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the insured property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy provided that, in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided also, that the mortgagee (or trustee) shall, notify the Company of any changes of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagees or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. The company reserves the right to cancel this policy at any time as provided by its terms, and in such case, this policy shall continue in force for the benefit only of the mortgagee (or trustee) for an additional thirty (30) days.

Whenever the Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefore existed, the Company shall to the extent of such payment be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgagee debt, or may at their option pay to the mortgagee (or trustee) the whole principal due or to grow on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and all of such other securities, but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.
o waive the issuance of formal Company endorsements in respect of such interests.

CERTIFICATES OF INSURANCE - It is understood and agreed that Willis of Alabama is authorized to issue certificates of insurance naming additional insureds and/or loss payees and/or mortgagees and others for their respective rights and interests subject always to the terms, conditions, and limits of liability of this policy. The Company agrees to waive the issuance of formal Company endorsements in respect of such interests.

© ACORD CORPORATION 1995

Genuine Parts Company

Chicago Department of Fleet Management
Locations

10000 W. Montrose	Chicago	IL
10101 S. Stony Island Avenue	Chicago	IL
1345 W. 103rd St.	Chicago	IL
1685 N. Throop St., Building 1	Chicago	IL
2301 W. 52nd St.	Chicago	IL
3050 S. Sacramento Avenue	Chicago	IL
3100 S. Sacramento Avenue	Chicago	IL
3104 W. Harrison St.	Chicago	IL
3245 N. Campbell Avenue	Chicago	IL
4233 W. Ferdinand St.	Chicago	IL
5150 W. 63rd St.	Chicago	IL
5219 S. Wentworth Avenue	Chicago	IL
727 E. 111th St.	Chicago	IL
North Avenue Central Warehouse	Chicago	IL

Attached to and forming part of Certificate dated 4/6/09 issued to the City of Chicago

Willis

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2009

PRODUCER
Aon Risk Services South, Inc.
fka Aon Risk Services, Inc. of Georgia
1000 Milwaukee Ave
Glenview IL 60025 USA

PHONE-866-283-7122 FAX-847-953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Discover Property & Casualty Ins Co	36463
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		

INSURED
Genuine Parts Co dba NAPA Auto Parts,
Motion Ind, Balkamp, Altom,
EIS Inc, Rayloc, SP Richards & Subs,
Drago Supply Co Inc.
Atlanta GA 30339 USA

COVERAGES SIR applies per terms and conditions of the policy

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	D004L00100	09/01/08	09/01/09	EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO	D004A00310 AOS	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
A		[X] ALL OWNED AUTOS	D004A00312 TX	09/01/08	09/01/09	BODILY INJURY (Per person)	
A		[ ] SCHEDULED AUTOS [X] HIRED AUTOS	D004A00311 MA	09/01/08	09/01/09	BODILY INJURY (Per accident)	
		[X] NON OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $100,000	2213726	09/01/08	09/01/09	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		OTHER Misc E&O Cvg	D004L00101 Worldwide Tech E&O Liabi	09/01/08	09/01/09	Professional Liabili	$1,000,000
						Overall policy aggre	$1,000,000
						Deductible	$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
City of Chicago is included as an Additional Insured as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER
City of Chicago
Dept. of Procurement Services
Room 403, City Hall
121 N. LaSalle St.
Chicago IL 60602 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services South Inc

Holder Identifier :

Certificate No : 570033509268

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2009

PRODUCER
Aon Risk Services South, Inc.
fka Aon Risk Services, Inc. of Georgia
1000 Milwaukee Ave
Glenview IL 60025 USA

PHONE 866-283-7122 FAX 847-953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
GENUINE PARTS CO DBA NAPA ETAL
Motion Ind, Balkamp,Altrom,
EIS Inc, Rayloc,SP Richards & Subs
Drago Supply Co Inc
Atlanta GA 30339 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Charter Oak Fire Ins Co	25615
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	
		☐ NON OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY				EACH OCCURRENCE	
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	
		☐ DEDUCTIBLE					
		☐ RETENTION					
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2OUB204T038109 AOS	01/01/09	01/01/10	X WC STATU-TORY LIMITS ☐ OTH-ER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?	TRJUB168T307509 AZ,MA,OR,WI	01/01/09	01/01/10	E.L. EACH ACCIDENT	$1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	TWXJUB204T834209 Ohio	01/01/09	01/01/10	E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Chicago
Dept. of Procurement Services
Room 403, City Hall
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AUTHORIZED REPRESENTATIVE Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570033509324

EXHIBIT 4

General Conditions

GENERAL CONDITIONS

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE REQUIREMENTS

The Contractor shall supply Certificate of Liability Insurance and Evidence of Commercial Property Insurance naming Cook County as Additional insured. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are incorporated herein by this reference.

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

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

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.
In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

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

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

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

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

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

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Contractors.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 GOVERNING LAW

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

GC-33 AUDIT; EXAMINATION OF RECORDS

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

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

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

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

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GC-39 COOPERATIVE PURCHASING

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

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

END OF SECTION

EXHIBIT 5

Special Conditions for Federal and Grant Funded Projects

SPECIAL CONDITIONS FOR FEDERAL AND GRANT FUNDED PROJECTS

1.1 Interest of Members of or Delegates to the United States Congress

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

1.2 False or Fraudulent Statements and Claims

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

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

1.3 Federal Interest in Patents

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

(2) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

(1) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a)Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

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

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

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

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

1.6 Environmental Requirements

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

(1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

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

1.7 No Exclusionary or Discriminatory Specifications

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

1.8 Cargo Preference-Use of United States Flag Vessels

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

1.9 Fly America

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

1.10 No Federal Government Obligations to Third Parties

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

1.11 Allowable Costs

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

less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

~~(1) is owned or controlled by one or more citizens of a foreign country included in the~~ list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Contractor's receipt of such notice, Contractor will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Contractor will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Contractor's default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

1.14 Contract Work Hours and Safety Standards Act

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

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health

and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

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

1.16 Copyright Ownership

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

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

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations

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

1.18 Visual Rights Act Waiver

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

1.19. Equal Employment Opportunity

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

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

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

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

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

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

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

1.23. Rights to Inventions Made Under a Contract or Agreement

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

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

Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

EXHIBIT 6

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/30/2012

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services South, Inc. fka Aon Risk Services, Inc. of Georgia 1000 Milwaukee Ave Glenview IL 60025 USA	PHONE (A/C. No. Ext): 866-283-7122	FAX (A/C. No.): 847-953-5390
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE Property & Casualty Insurance Co.	20699
INSURER B:	Old Republic Ins Co	24147
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GENUINE PARTS CO & SUBSIDIARIES -
NAPA, Motion, Balkamp, Altrom, EIS,
Rayloc, SP Richards, Drago Supply,
Tarrant, General Tool & Supply etal
2999 Circle 75 Parkway
Atlanta GA 30339 USA

COVERAGES **CERTIFICATE NUMBER:** 570045759676 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			MWZY59322	09/01/2011	09/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $3,000,000 $3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			MWTB 21382	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			XOOG25832875 SIR applies per policy terms & conditions	09/01/2011	09/01/2012	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT 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)
Cook County is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

Certificate No : 570045759676

CERTIFICATE HOLDER

Cook County
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago IL 60602 USA

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

Aon Risk Services South Inc.

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ACORD® EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 03/27/2012

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS	PHONE (A/C, No, Ext): 877-945-7378	COMPANY NAME AND ADDRESS	NAIC NO: 22667-001
Willis of Alabama, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	FAX (A/C, No): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	ACE American Insurance Company Suite 200 500 Colonial Center Pkwy Roswell, GA 30076	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH
CODE:	SUB CODE:	POLICY TYPE: 1st 15-33%	
AGENCY CUSTOMER ID #:			
NAMED INSURED AND ADDRESS Genuine Parts Company dba NAPA, et al. Motion Ind, Balkamp, EIS Inc, Rayloc, SP Richards & Subs 2999 Circle 75 Parkway Atlanta, GA 30339		LOAN NUMBER	POLICY NUMBER: GPAD37837982
		EFFECTIVE DATE: 02/28/2012	EXPIRATION DATE: 02/28/2013
		☐ CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED: 3/26/2012 WITH ID: 17553941	

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Re: 901 E. 26th Street, LaGrange Park, IL 60526 (Personal Property)

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 15,000,000 DED: $100,000

	YES	NO	N/A		
☐ BUSINESS INCOME ☐ RENTAL VALUE		X		If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE		X		If YES, indicate value(s) reported on property identified above: $	
TERRORISM COVERAGE		X		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE		X		If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X			
REPLACEMENT COST	X				
AGREED VALUE	X				
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: $15,000,000	DED: $100,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X				
- Demolition Costs	X			If YES, LIMIT: $5,000,000	DED: $100,000
- Incr. Cost of Construction	X			If YES, LIMIT: $5,000,000	DED: $100,000
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: $15,000,000	DED: $100,000
FLOOD (If Applicable)	X			If YES, LIMIT: $40,000,000	DED: $100,000
WIND / HAIL (If Subject to Different Provisions)	X			If YES, LIMIT: $40,000,000	DED: $100,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

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.

ADDITIONAL INTEREST

☐ MORTGAGEE ☐ CONTRACT OF SALE
☐ LENDERS LOSS PAYABLE

NAME AND ADDRESS

Cook County
Office of the Chief Procurement Officer
118 N. Clark, Room 1018
Chicago, IL 60602

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

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Remarks

Other Participating Carriers:

Arch Insurance Company PRP0042485-00
Aspen Insurance UK Limited PX5346311
Underwriters at Lloyds GEP

Clause 63 from the Policy:

CERTIFICATES OF INSURANCE - It is understood and agreed that Willis is authorized to issue certificates of insurance naming additional insureds and/or loss payees and/or mortgagees and others for their respective rights and interests subject always to the terms, conditions, and limits of liability of this policy. The Company agrees to waive the issuance of formal Company endorsements in respect of such interests.

LOSS PAYABLE - Loss, if any, shall be adjusted with and payable to the Insured, or as directed by them.

SPECIFIC CLAUSES FROM THE MASTER POLICY:

61. CERTIFICATES OF INSURANCE - It is understood and agreed that Willis Insurance Services Inc. is authorized to issue Certificates of insurance naming Additional Insureds and/or Loss Payees and/or Mortgagees and others for their respective rights and interests subject always to the terms, conditions, and limits of liability of this policy. The Company agrees to waive the issuance of formal Company endorsements in respect of such interests.

63. CANCELLATION - This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured and to the additional Named Insureds/Loss Payees indicated on the Certificates of insurance issued during the term of this policy, written notice stating when, not less than ninety (90) days thereafter or ten (10) days in the event of non-payment of premium, such cancellation shall be effective. Return Premium shall be allowed the Insured on a pro-rata basis. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall be come the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

65. MORTGAGE CLAUSE - As respects Real Property only, loss, if any, under this policy shall be payable to the mortgagee (or trustee) as its interest may appear under all present or future mortgages upon the property herein insured in which the aforesaid may have an interest as mortgagee (or trustee) in order or precedence of mortgages., and this insurance as to the interest of said mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the insured property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy provided that, in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided also, that the mortgagee (or trustee) shall, notify the Company of any changes of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and unless permitted by this policy, it shall be noted thereon and the mortgagees or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. The company reserves the right to cancel this policy at any time as provided by its terms, and in such case, this policy shall continue in force for the benefit only of the mortgagee (or trustee) for an additional thirty (30) days.

Whenever the Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefore existed, the Company shall to the extent of such payment be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgagee debt, or may at their option pay to the mortgagee (or trustee) the whole principal due or to grow on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and all of such other securities, but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

EXHIBIT 7

Cook County Board Authorization

POST BOARD AGENDA

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
MAY 01 2012

BUREAU OF FINANCE
OFFICE OF THE PURCHASING AGENT

~~PROPOSED CONTRACT~~

Transmitting a Communication, dated April 11, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the approval and execution of Contract No. 12-30-185 with Genuine Parts Company d/b/a NAPA, Chicago, Illinois, for vehicle and equipment parts management and supply services

Reason: The County seeks to leverage the procurement efforts of the City of Chicago through use of a comparable government procurement reference agreement to provide County-wide Vehicle and equipment parts management and supply services. This contract is estimated to have a cost savings impact of approximately 20% compared to the current procurement methods for these types of vehicle products and supply services.

Estimated Fiscal Impact: $700,000.00. Contract period: May 1, 2012 through September 30, 2014. (Various Accounts).

Approval of this item would commit Fiscal Year 2013 and 2014 funds.

No lobbying contact was made for this item.

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

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

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

PO19539 Spec65195

		City Vendor Name	1st Qtr 2011	2nd Qtr 2011	3rd Qtr 2011	4th Qtr 2011	Amount of contract
AA	MBE	Andrews Printing	10,211.00	420.00	10,530.00	1,586.00	76,000
~~AA~~	~~MBE~~	~~Brad's Tire Inc.~~	~~335,766.43~~	~~350,218.58~~	~~398,692.14~~	~~440,451.61~~	~~9,500,000~~
HISP	MBE	Cesar's Equipment Co.	263,897.76	74,428.58	215,797.63	152,279.96	7,600,000
ASIAN	WBE	Chicago Parts and Sound	57,251.21	27,446.46	48,030.72	40,531.55	1,900,000
HISP	MBE	Chicago United Industries	246,711.28	266,123.91	191,743.47	255,356.45	3,800,000
W	WBE	Every Bloomin' Thing Inc	277,580.67	233,053.17	204,499.18	249,418.80	6,650,000
AA	WBE	Hallagen Office Supply	6,628.58	4,153.72	6,551.30	8,785.52	190,000
AA	MBE	Inter-City Supply Company Inc	15,311.30	30,185.36	14,668.06	22,816.28	475,000
ASIAN	MBE	Nak-Man Corporation,Inc.	19,991.43	29,915.03	29,997.97	53,900.30	532,000
AA	MBE	Petty's Exterminating	400.00	325.00	325.00	0.00	19,000
W	WBE	Progressive Industries Inc.	33,786.64	7,742.61	17,527.92	36,416.25	
HISP	MBE	Quimex, Inc	206,665.70	215,020.10	189,403.60	220,681.15	8,075,000
W	WBE	R G Smith	23,385.17	25,547.13	21,581.29	14,157.33	950,000
W	WBE	Rae Products & Chemicals Corp.	2,247.14	2,405.50	2,157.84	3,787.50	47,500
AA	MBE	Smart Technology Services, Inc.	441.61	1,571.65	2,384.45	0.00	38,000
HISP	MBE	Steve's Equipment Services, Inc.	20,274.15	1,992.11	1,859.64	1,959.01	1,425,000
AA	MBE	Sutton Ford Inc	555,306.39	428,017.59	414,064.42	511,653.77	21,850,000
HISP	MBE	Tri-Angle Fabrication & Body Company	82,800.93	99,605.47	66,384.30	124,261.42	3,325,000
HISP	MBE	Truck Tire Sales Inc	228,240.71	243,356.16	237,564.94	202,360.35	5,700,000
		Purchase Totals	**2,386,898.10**	**2,041,528.13**	**2,073,763.87**	**2,340,403.25**	**72,152,500**
		Cost of Sales Totals	**5,639,284.00**	**4,793,470.00**	**5,205,693.00**	**5,127,831.00**	
		Pct of Purch to Sales	**42.33%**	**42.59%**	**39.84%**	**45.64%**	

Total MBE Purchases	1,986,018.69	1,741,179.54	1,773,415.62	1,987,306.30
Total WBE Purchases	400,879.41	300,348.59	300,348.25	353,096.95
Pct of Purchase - MBE Purchases	83.21%	85.29%	85.52%	84.91%
Pct of Purchase - WBE Purchases	16.79%	14.71%	14.48%	15.09%

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: ANDREW'S PRINTING

Address: 16530 S. HALSTED ST HARVEY, IL. 60426

E-mail: andrewsptg@ameritech.net

Contact Person: ROYER ANDREWS Phone: 708-333-6536

Dollar Amount Participation: $

Percent Amount of Participation: .04 %

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

MBE/WBE Firm: BRADS TIRE INC.

Address: 9100 S CHICAGO AVE CHICAGO, IL. 60617

E-mail: kjaler1226@aol.com

Contact Person: STUART BRADSHAW Phone: 773-978-3900

Dollar Amount Participation: $

Percent Amount of Participation: 3 %

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

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: ANDREWS PRINTING

Contract #: _____

Address: 16530 S. HALSTED AVE

City/State/ Zip: HARVEY IL 60426

Contact Person: ROYER ANDREWS

Phone: 708-333-6536 Fax: 708-333-6576

Certification Expiration Dale: _____

Race/Gender: AFRICAN AMERICAN MALE

Email: andrewsptg@ameritech.net

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

PRINTING GOODS + SERVICES

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

.04

DUE UPON RECEIPT - PAID BY VISA

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

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

Royer Andrews
Signature (M/WBE)

ROYER ANDREWS
Print Name

ANDREWS PRINTING
Firm Name

3-27-2012
Date

Timothy E Scanlon
Signature (Prime Bidder/Proposer)

Timothy E Scanlon
Print Name

GENUINE PARTS CO.
Firm Name

4-2-12
Date

Subscribed and sworn before me this 2nd day of April, 2012.

Notary Public Melissa Schnidt.

SEAL

MELISSA SCHNIDT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 20, 2012

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority Business Enterprise

has been met by

Andrews Printing

Printing: Commercial Printing Services

Issued Date: February 6, 2012

No Change Affidavit Due: February 6, 2013

NIGP Code(s): 96659

Ethnicity Code: 6

County: Cook

LaVerne Hall
Contract Compliance Director

LETTER OF INTENT (SECTION 2)

M/WBE Firm: BRAD'S TIRE, INC

Contract #: _____

Address: 9100 S. CHICAGO AVE

City/State/ Zip: CHICAGO, IL 60617

Contact Person: STUART BRADSHAW

Phone: 773-978-3900 Fax: 773-821-7180

Certification Expiration Date: 11-30-2012

Race/Gender: AFRICAN AMERICAN MALE

Email: kjaler1226@aol.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

AUTO, TRUCK, + EQUIPMENT TIRES, SUPPLIES + SERVICES

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

3.

DUE UPON RECEIPT - PAID BY VISA

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

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

Signature (M/WBE)

Print Name: STUART BRADSHAW

Firm Name: BRAD'S TIRE

Date: 3/30/12

Signature (Prime Bidder/Proposer)

Print Name: Timothy E Scanlon

Firm Name: GENUINE PARTS CO

Date: 4-7-12

Subscribed and sworn before me this 30th day of March, 2012.

Notary Public: Patricia Griffin

PATRICIA GRIFFIN
NOTARY PUBLIC
OFFICIAL SEAL
STATE OF ILLINOIS
MY COMMISSION EXPIRES
AUGUST 25, 2014
SEAL

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

August 11, 2011

Mr. Stuart Bradshaw
President
Brad's Tire, Inc.
9100 South Chicago Avenue
Chicago, IL 60617

Annual Certification Expires: November 30, 2012

Dear Mr. Bradshaw:

We are pleased to inform you that **Brad's Tire, Inc.** has been re-certified as an **MBE (6)** by Cook County Government. This **MBE (6)** certification is valid until **November 30, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **November 30, 2012**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit" within sixty (60) days prior** to the date of annual expiration. **Please include the non-refundable fee of $ 50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as an **MBE (6)** 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 will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

TRANSPORTATION: AUTOMOTIVE REPAIR; REGULAR DEALER TIRE SALES AND SERVICE

Your participation on County contracts will be credited toward **MBE (6)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE (6)** goals will be given only for work done in the specialty category.

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

Sincerely,

LaVerne Hall
Director

LH/ehw

Printed on Recycled Paper

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: CESAR'S EQUIPMENT CO

Address: 9016 S OKETO BRIDGEVIEW, IL 60455

E-mail: skydevrac@aol.com

Contact Person: CESAR REGALADO Phone: 708-430-1919

Dollar Amount Participation: $_____

Percent Amount of Participation: 4 %

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

MBE/WBE Firm: CHICAGO PARTS + SOUND

Address: 635 WHEAT LANE WOODDALE, IL 60191

E-mail: bob@chgoparts.com

Contact Person: JACQUELINE LEDERER Phone: 630-350-1500

Dollar Amount Participation: $_____

Percent Amount of Participation: 5 %

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

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: CESAR'S EQUIPMENT CO Contract #: _____

Address: 8770 S. 78th AVE. City/State/ Zip: BRIDGEVIEW IL 60455

Contact Person: CESAR REGALADO Phone: 708-430-1919 Fax: _____

Certification Expiration Date: _____ Race/Gender: HISPANIC MALE

Email: skydevrac@aol.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

HEAVY EQUIPMENT PARTS + SERVICE
SNOW PLOW PARTS FOR MEDIUM + HEAVY DUTY TRUCKS.

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

DUE UPON RECEIPT - PAID BY VISA.

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

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

Cesar Regalado	Timothy B Scanlon
Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Cesar Regalado	Timothy B Scanlon
Print Name	Print Name
Cesar's Equipment Co.	GENUINE PARTS CO.
Firm Name	Firm Name
3-30-12	4-2-12
Date	Date

Subscribed and sworn before me this 2nd day of April, 2012.

Notary Public Melissa Schnidt

SEAL

MELISSA SCHNIDT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 20, 2012

CITY OF CHICAGO

OFFICE OF COMPLIANCE

October 3, 2011

Cesar Regalado
Cesar's Equipment Co.
8770 S. 78th Ave.
Bridgeview, IL 60455

Certificate Expires: October 1, 2016

Dear Mr. Cesar Regalado:

We are pleased to inform you that Cesar's Equipment Co. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until **October 1, 2016**; however your firm must be re-validated annually. Your firm's No Change Affidavit is due by **August 1, 2012**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate and Individual Tax Returns.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

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

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: CHICAGO PARTS & SOUND, LLC. Contract #: _____

Address: 1150 LIVELY BLVD. City/State/ Zip: ELK GROVE VILLAGE, IL 60007

Contact Person: JACKIE LEDERER Phone: 630-350-1500 Fax: 630-350-0178

Certification Expiration Date: 2-1-13 Race/Gender: HISPANIC / FEMALE

Email: JACKIE@CLICKONCPS.COM

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

VEHICLE PARTS & ACCESSORIES
EMERGENCY & POLICE VEHICLE EQUIPMENT
VEHICLE MODIFICATION, INSTALLATION, & UP-FITTING SERVICES
AUDIO & VIDEO REPAIRS

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

DUE UPON RECEIPT - PAID BY CREDIT CARD

5

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

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

Signature (*M/WBE*)

Jacqueline M. Lederer
Print Name

CHICAGO PARTS & SOUND, LLC.
Firm Name

3-30-12
Date

Signature (*Prime Bidder/Proposer*)

Timothy E. Scanlon
Print Name

Genuine Parts Company
Firm Name

4-2-12
Date

Subscribed and sworn before me this 30TH day of MARCH, 2012.

Notary Public Larry Kachka

SEAL

OFFICIAL SEAL
LARRY KACHKA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/11/12

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Jacqueline M Lederer
Chicago Parts & Sound, LLC DBA CPS COMPANIES/CPS MICHIGAN/CPS PDS
1150 Lively
Elk Grove Village, IL 60007

Annual Certificate Expires: February 1, 2013

Dear Jacqueline M Lederer:

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

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by

Chicago Parts & Sound, LLC DBA CPS COMPANIES/CPS MICHIGAN/CPS PDS

Page 2

falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

AUTOMOTIVE PARTS & ACCESSORIES DISTRIBUTOR AND SUPPLIER; AUTOMOTIVE INSTALLATION/REPAIRS OF ELECTRONICS; AUDIO/VIDEO

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

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

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: CHICAGO UNITED IND

Address: 53 W JACKSON BLVD. CHICAGO, IL 60604

E-mail: gl@cuiltd.com

Contact Person: GEORGE LOERA Phone: 312-786-1471

Dollar Amount Participation: $

Percent Amount of Participation: 2 %

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

MBE/WBE Firm: EVERY BLOOMIN INDUSTRIAL SUPPLY

Address: 2514 W ARMITAGE CHICAGO, IL 60647

E-mail: ebis2@sbcglobal.net

Contact Person: ADRIENNE RUSS Phone: 773-227-1144

Dollar Amount Participation: $

Percent Amount of Participation: 4,5 %

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

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: CHICAGO UNITED IND | Contract #: _____

Address: 53 W. JACKSON BLVD. SUITE 1450 | City/State/ Zip: CHICAGO, IL. 60604

Contact Person: GEORGE LOERA | Phone: 312-786-1471 Fax: 312-786-1026

Certification Expiration Date: _____ | Race/Gender: HISPANIC MALE

Email: gl@cuihd.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

AUTOMOTIVE, INDUSTRIAL, ELECTRICAL + JANITORIAL EQUIPMENT + SUPPLIES
MOTOR FUELS, OILS + LUBRICANTS / GREASES.

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

2
DUE UPON RECEIPT - PAID BY VISA

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

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

George Loera	[signature]
Signature (M/WBE)	Signature (Prime Bidder/Proposer)
GEORGE LOERA	Timothy E. Scanlan
Print Name	Print Name
CHICAGO UNITED INDUSTRIES, LTD.	GENUINE PARTS CO.
Firm Name	Firm Name
3/28/12	4-2-12
Date	Date

Subscribed and sworn before me this 28th day of March, 2012.

Notary Public Gabriela Jaime

SEAL

"OFFICIAL SEAL"
GABRIELA JAIME
Notary Public, State of Illinois
My Commission Expires 04/23/13

EDS 2

11.1.11

CITY OF CHICAGO

OFFICE OF COMPLIANCE

December 2, 2011

George Loera
Chicago United Industries, LTD
53 West Jackson Blvd
Suite 1450
Chicago, IL 60604-3606

Annual Certificate Expires: February 1, 2013

Dear George Loera:

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

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012.**

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

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

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

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

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

HEATERS, ELECTRIC (BASEBOARD TYPE) AND PARTS, HEATERS, ELECTRIC (PANEL OR WALL TYPE) AND PARTS APPLIANCES, SMALL, ELECTRIC, ELEC.PARTS (NOT IGNITION), SPARK PLUG CLEANER AND TESTER, ELECTRIC, WATER SAFETY EQUIPMENT AND SUPPLIES; ROPE FLOAT LINES, LAMPS, MISCELLANEOUS POLES AND STANCHIONS, VACUUM CLEANERS, (COMM., WET OR DRY), PARTS, AND ACCESSORIES, JANITORIAL EQUIPMENT AND SUPPLIES, RECYCLED MACHINERY AND HARDWARE, INDUSTRIAL, ELEC. ACCESSORIES AND PARTS (NOT LIGHTING), LAMPS/LIGHTING, LENS, AND SIGNALS, INT. AND EXT., PIPE FITTINGS, MISC., DRYERS, HAND, ELECTRIC,WATER PUMPS AND ACCESSORIES, SECURITY SYS/ EQUIPMENT, COMMUNICATIONS, FULL NON CHEM/CHEM/WATER TREATMENT SYS: ULTRAVIOLET WATER SUPP FILTRATION EQUIPMENT AND ACCESSORIES, WATER METER FITTINGS, WATER ACCESSORIES, PARTS AND CONVERSION KITS AUTO, TRUCK AND BUS PARTS AND EQUIPMENT, ELECTRICAL SUPPLIES, AUTO SUPPLIES AND EQUIPMENT, WATER DISTRIBUTION SUPPLIES AND EQUIPMENT, FURNITURE, ALUMINUM SIGN BLANKS

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

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

Sincerely,

Michael Chambers
Senior Compliance Officer

LETTER OF INTENT (SECTION 2)

M/WBE Firm: EVERY BLOOMIN IND. SUPPLY INC. Contract #: _____

Address: 2514 W. ARMITAGE AVE City/State/ Zip: CHICAGO, IL 60647

Contact Person: ADRIENNE RUSS Phone: 773-227-1144 Fax: 773-227-1188

Certification Expiration Date: 10-18-2012 Race/Gender: WHITE FEMALE

Email: EBIS2@sbcglobal.net.

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

INDUSTRIAL, ELECTRICAL, HARDWARE, + PLUMBING SUPPLIES

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

4.5

DUE UPON RECEIPT - PAID BY VISA.

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

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

Adrienne Russ
Signature (*M/WBE*)

ADRIENNE RUSS
Print Name

Every Bloomin Ind. Sply
Firm Name

02/27/2012
Date

Timothy E Scanlon
Signature (*Prime Bidder/Proposer*)

Timothy E Scanlon
Print Name

GENUINE PARTS CO.
Firm Name

4-2-12
Date

Subscribed and sworn before me this 2nd day of April, 2012.

Notary Public Melissa Schnidt.

SEAL

MELISSA SCHNIDT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 20, 2012

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

October 18, 2011

Ms. Adrienne Russ, President
Every Bloomin Industrial Supply Inc.
2514 W. Armitage Avenue
Chicago, IL 60647

Annual Certification Expires: October 18, 2012

Dear Ms. Russ:

We are pleased to inform you that Every Bloomin Industrial Supply Inc. has been Re-certified as a **WBE** by Cook County Government. This **WBE** Certification is valid until **October 18, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **October 18, 2012.**

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" **within sixty (60) business days prior** to the date of annual expiration. **Please include the non-refundable fee of $50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

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

Regular Dealer: Distributor of Industrial, Electrical, Hardware and Plumbing Supplies

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

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

Sincerely,

LaVerne Hall
Director
LH/ek

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: INTER-CITY SUPPLY CO

Address: 8830 S DOBSON CHICAGO, IL 60619

E-mail: intercity@ameritech.net

Contact Person: JACKIE DYESS Phone: 773-731-8007

Dollar Amount Participation: $

Percent Amount of Participation: .25 %

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

MBE/WBE Firm: NAK MAN CORPORATION

Address: 5500 W. TOUHY UNIT K SKOKIE, IL 60077

E-mail: nakmancorp@aol.com

Contact Person: PERRY NAKACHI Phone: 847-673-7377

Dollar Amount Participation: $

Percent Amount of Participation: .2 %

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

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: INTER-CITY SUPPLY CO. Contract #: _____

Address: 8830 S. DOBSON City/State/ Zip: CHICAGO, IL 60619

Contact Person: JACKIE DYESS Phone: 773-731-8007 Fax: 773-731-9115

Certification Expiration Date: 10-17-2012 Race/Gender: AFRICAN AMERICAN FEMALE

Email: intercity@ameritech.net

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

JANITORIAL SUPPLIES, OFFICE SUPPLIES, SHOP TOWELS + RAGS

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

.25

DUE UPON RECEIPT - PAID BY VISA

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

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

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
JACKIE DYESS	Timothy D Scanlan
Print Name	Print Name
INTER-CITY SUPPLY CO, INC	GENUINE PARTS CO.
Firm Name	Firm Name
3/27/12	4-2-12
Date	Date

Subscribed and sworn before me this 27th day of March, 2012

Notary Public _____ SEAL

OFFICIAL SEAL
AMBER SMITH
Notary Public - State of Illinois
My Commission Expires Sep 7, 2015

CITY OF CHICAGO

OFFICE OF COMPLIANCE

December 2, 2011

Jackie B Dyess
Inter-City Supply Co., Inc.
8830 S. Dobson Ave.
Chicago, IL 60619-6952

Annual Certificate Expires: December 1, 2012

Dear Jackie B Dyess:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **December 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **10/1/2012**.

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

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

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

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

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

Business Enterprises in the specialty area(s) of:

DISTRIBUTOR OF JANITORIAL PRODUCTS, DISPOSABLE FOOD SERVICE SUPPLIES, PACKAGING MATERIALS, PLASTIC BAGS, OFFICE SUPPLIES (EXCEPT FURNITURE, MACHINES), AND FLOOR CARE EQUIPMENT; MEDICAL SUPPLIES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

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

Sincerely,

Michael Chambers
Senior Compliance Officer

LETTER OF INTENT (SECTION 2)

M/WBE Firm: NAK-MAN CORPORATION

Contract #: _____

Address: 5500 W TOUHY AVE, UNIT K

City/State/ Zip: SKOKIE, IL 60077

Contact Person: PERRY NAKACHI

Phone: 847-673-7377 Fax: 847-673-2358

Certification Expiration Date: _____

Race/Gender: ASIAN PACIFIC MALE

Email: nakmancorp@aol.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

METALS: BAR, PLATES, RODS, SHEET, TUBING + FABRICATED ITEMS.

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

.2

DUE UPON RECEIPT - PAID BY VISA

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

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

Signature (*M/WBE*)

PERRY NAKACHI
Print Name

NAK-MAN CORPORATION
Firm Name

3/29/12
Date

Signature (*Prime Bidder/Proposer*)

Timothy E Scanlan
Print Name

GENUINE PARTS CO.
Firm Name

4-2-12
Date

Subscribed and sworn before me this 29th day of MARCH, 20 12

Notary Public George E. Hartman III

SEAL

OFFICIAL SEAL
GEORGE E HARTMAN III
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/14/15

CITY OF CHICAGO

OFFICE OF COMPLIANCE

July 7, 2011

Perry A Nakachi
Nak-Man Corporation
5500 W. Touhy Ave - Unit K
Skokie, IL 60077-3258

Annual Certificate Expires: May 11, 2012

Dear Perry A Nakachi:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **May 11, 2012.**

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **3/1/2012**.

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

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

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

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

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

DISTRIBUTOR OF STEEL PRODUCTS

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

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

Sincerely,

Karen Patterson
Deputy Director

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: PROGRESSIVE IND.

Address: 2733 N PULASKI CHICAGO IL 60639

E-mail: info@progressivepii.com

Contact Person: VALERIE O'DONNELL Phone: 773-763-9566

Dollar Amount Participation: $

Percent Amount of Participation: 1 %

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

MBE/WBE Firm: SUTTON FORD

Address: 21315 CENTRAL AVE MATTESON, IL 60443

E-mail: susies@suttonford.com

Contact Person: SUE SCHAFROTH. Phone: 708-720-8000

Dollar Amount Participation: $

Percent Amount of Participation: 10 %

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

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: PROGRESSIVE IND

Contract #:

Address: 2733 N. PULASKI

City/State/ Zip: CHICAGO, IL 60639

Contact Person: VALERIE O'DONNELL

Phone: 773-763-9566 Fax: 773-763-9587

Certification Expiration Date: 8-3-2012

Race/Gender: WHITE FEMALE

Email: info@progressiveplj.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

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

AUTOMOTIVE + TRAILER EQUIPMENT AND PARTS
INDUSTRIAL GASES

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

1
DUE UPON RECEIPT - PAID BY VISA

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

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

Signature (M/WBE)

Valerie O'Donnell
Print Name

PROGRESSIVE INDUSTRIES, INC.
Firm Name

3/28/12
Date

Signature (Prime Bidder/Proposer)

Timothy E Scanlon
Print Name

GENUINE PARTS CO.
Firm Name

4-2-12
Date

Subscribed and sworn before me this 28th day of March, 2012.

Notary Public

OFFICIAL SEAL
JANESSA SEIDER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-16-2013

SEAL

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

August 15, 2011

Ms. Valerie O'Donnell, CEO & President
Progressive Industries, Inc.
2733 North Pulaski
Chicago, IL 60639

Certification Expires: August 3, 2012

Dear Ms. O'Donnell:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **August 3, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **August 3, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" **within sixty (60) business days prior to the date of annual expiration.** Please include the non-refundable fee of $50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

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

Computer Hardware and Accessories; Wholesale Drugs; Medical Oxygen and Gasses; Industrial/MRO Supplies; Paint, Paint Related Supplies and Equipment; Plumbing Equipment, Plumbing Related Supplies; Hospital/Medical Supplies and Equipment; Safety Supplies and Equipment; Janitorial Supplies; Commercial Fixtures & Furniture; Stainless Steel Fabricated Equipment; Promotional & Wearable Items; Automotive/Vehicle Parts and Supplies

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

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

Sincerely,

LaVerne Hall
Director

LH/lar

Printed on Recycled Paper

LETTER OF INTENT (SECTION 2)

M/WBE Firm: SUTTON FORD

Contract #: _____

Address: 21315 CENTRAL AVE

City/State/ Zip: MATTESON, IL 60443

Contact Person: SUE SCHAFROTH

Phone: 708-720-8000 Fax: 708-720-4305

Certification Expiration Date: _____

Race/Gender: AFRICAN AMERICAN MALE

Email: SUSIES@SUTTONFORD.COM

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

FORD PARTS - AUTOMOTIVE + TRUCK

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

10

DUE UPON RECEIPT - PAID BY VISA.

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

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

Signature (*M/WBE*)

Sue Schafroth

Print Name

SUTTON FORD INC.

Firm Name

3-28-2012

Date

Signature (*Prime Bidder/Proposer*)

Timothy P. Scanlon

Print Name

GENUINE PARTS CO.

Firm Name

3-28-2012

Date

Subscribed and sworn before me this 28th day of March, 20 12.

Notary Public Mary A Gocal

OFFICIAL SEAL
MARY A GOCAL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/30/13

SEAL

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

February 7, 2012

Nathaniel Sutton, President
Sutton Ford, Inc.
21315 Central Ave.
Matteson, IL 60423

Dear Mr. Sutton:

Thank you for your interest in Cook County's Minority and Women Business Enterprise (MBE/WBE) Program. Your Application was received on February 1, 2012.

The Office of Contract Compliance will conduct a thorough investigation of your Application. The Compliance Officer assigned will verify statements and review documents prior to a site visit. Barring delays caused by your submission of incomplete documentation and/or the complexity of your Application, we estimate that the process should take no more than sixty (60) business days.

We look forward to working with you. If you have any questions regarding the status of your Application, please feel free to contact me at 312-603-5267.

Sincerely,

ErnNesha Kerr
Compliance Officer

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: QUIMEX INC

Address: 14702 S HAMLIN AVE MIDLOTHIAN, IL 60445

E-mail: quimex@quimexinc.com

Contact Person: FELIPE ESTRADA Phone: 708-597-6201

Dollar Amount Participation: $____

Percent Amount of Participation: 4 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: R G SMITH

Address: 622 NORTHWEST HIGHWAY DES PLAINES, IL 60016

E-mail: shirlee.rgs@sbcglobal.net

Contact Person: PATRICIA SMITH Phone: 847-824-0117

Dollar Amount Participation: $____

Percent Amount of Participation: .25 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: QUIMEX INC. Contract #: _____

Address: 14702 S HAMLIN City/State/ Zip: MIDLOTHIAN, IL 60445

Contact Person: FELIPE ESTRADA Phone: 708-597-6201 Fax: 708-597-8655

Certification Expiration Date: 4-12-2012 Race/Gender: HISPANIC MALE

Email: quimex@quimexinc.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

LUBRICANTS, SOLVENTS, + INDUSTRIAL CHEMICALS
FUELS, OILS, GREASES.

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

4
DUE UPON RECEIPT - PAID BY VISA

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

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

Felipe J. Estrada	
Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Felipe J. Estrada	Timothy E Scanlon
Print Name	Print Name
QUIMEX INC.	GENUINE PARTS CO.
Firm Name	Firm Name
3-27-2012	4-2-12
Date	Date

Subscribed and sworn before me this 27th day of March, 2012

Notary Public Diana C. Redar

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
DIANA C REDAR
MY COMMISSION EXPIRES
MAY 10, 2013
SEAL

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

April 12, 2011

Mr. Felipe (Phil) Estrada , President
Quimex, Inc.
14702 South Hamilin Ave.
Midlothian, IL 60445

Annual Certification Expires: April 12, 2012

Dear Mr. Estrada:

Congratulations on your continued eligibility for Certification as an **MBE (9)** by Cook County Govemment. This **MBE (9)** Certification is valid until **April 12, 2013;** however your firm must be revalidated annually. Your firm's next annual validation is required by **April 12, 2012.**

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

Cook County Government may commence action to remove your firm as an **MBE (9)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commended if your firm is found to be involved in bidding or contractual irregularities.

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

SUPPLIER: LUBRICANTS, SOLVENTS AND INDUSTRIAL CHEMICALS

Your participation on County contracts will be credited toward **MBE (9)** goals only in your area of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (9)** goals will be given only for work done in the specialty category.

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

Sincerely,

LaVerne Hall
Contract Compliance Director

LH/ehw

Printed on Recycled Paper

LETTER OF INTENT (SECTION 2)

M/WBE Firm: RG SMITH

Contract #: _____

Address: 622 E NW HIGHWAY

City/State/ Zip: DES PLAINES, IL 60016

Contact Person: PATRICIA SMITH

Phone: 847-824-0117 Fax: 847-803-1456

Certification Expiration Date: _____

Race/Gender: WHITE FEMALE

Email: eszabo1@sbcglobal.net

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

TRUCK PARTS

SWEEPER PARTS

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

DUE UPON RECEIPT - PAID BY VISA

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

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

Patricia L Smith

Signature (*M/WBE*)

Patricia L. Smith

Print Name

R.G. Smith Equipment Co.

Firm Name

March 30, 2012

Date

Signature (*Prime Bidder/Proposer*)

Timothy E Scanlon

Print Name

GENUINE PARTS CO.

Firm Name

4-2-12

Date

Subscribed and sworn before me this 30th day of March, 20 12.

Notary Public Shirlee L. Smith

OFFICIAL SEAL
SHIRLEE L SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/24/14

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARID MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

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

March 24, 2010

Ms. Patricia Smith, President
RG Smith Equipment Company
622 East Northwest Highway
Des Plaines, IL 60016

Annual Certification Expires: **March 24, 2011**

Dear Ms. Smith:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **March 24, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **March 24, 2011**.

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

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

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

Sales and Service of Transportation Equipment and Related Parts

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

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

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/es

Printed on Recycled Paper

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: RAE PRODUCTS

Address: 11638 S MAYFIELD AVE ALSIP IL 60803

E-mail: raeproducts@aol.com

Contact Person: DONNA GRUENBERG Phone: 708-396-1984

Dollar Amount Participation: $

Percent Amount of Participation: .02 %

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

MBE/WBE Firm: SMART TECHNOLOGY SERVICE

Address: 156 N JEFFERSON SUITE 200 CHICAGO IL 60661

E-mail: kgarvey@smartts.com

Contact Person: STEVEN BAKER Phone: 312-612-8200

Dollar Amount Participation: $

Percent Amount of Participation: .02 %

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

Attach additional sheets as needed.

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

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

May 16, 2011

Ms. Donna Gruenberg, President
Rae Products and Chemicals Corporation
11638 South Mayfield Avenue
Alsip, IL 60803

Annual Certification Expires: July 19, 2012

Dear Ms. Gruenberg:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **July 19, 2014;** however your firm must be revalidated annually. Your firm's next annual validation is required by **July 19, 2012.**

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

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

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

SUPPLIES: COMMERICIAL & INDUSTRIAL PAINTS, JANITORIAL & PLUMBING; PAVEMENT MAINTENANCE & MARKING; ASPHALT RESURFACING PRODUCTS & WATER COOLERS; WATER TREATMENT CHEMICALS

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

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

Sincerely,

LaVerne Hall
Contract Compliance Director
LH/ehw

Printed on Recycled Paper

LETTER OF INTENT (SECTION 2)

M/WBE Firm: RAE PRODUCTS + CHEMICALS Contract #: _____

Address: 11638 S. MAYFIELD AVE City/State/ Zip: ALSIP, IL 60803

Contact Person: DONNA GRUENBERG Phone: 708-396-1984 Fax: 708-396-2332

Certification Expiration Date: 7-19-2012 Race/Gender: WHITE FEMALE

Email: racproducts@aol.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

PAINTS + RELATED CHEMICALS AND SUPPLIES

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

DUE UPON RECEIPT - PAID BY CHECK

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

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

Signature (*M/WBE*)

Donna Gruenberg
Print Name

RAE Products & Chemicals
Firm Name

3-27-2012
Date

Signature (*Prime Bidder/Proposer*)

Timothy E Scanlon
Print Name

GENUINE PARTS CO.
Firm Name

4-9-12
Date

Subscribed and sworn before me this 9TH day of APRIL, 2012.

Notary Public Kathryn J Carbery

OFFICIAL SEAL
KATHRYN A. CARBERY
Notary Public - State of Illinois
My Commission Expires Jul 29, 2015

LETTER OF INTENT (SECTION 2)

M/WBE Firm: SMART TECHNOLOGY SERVICES Contract #: _____

Address: 156 N JEFFERSON, SUITE 200 City/State/ Zip: CHICAGO, IL 60661

Contact Person: STEVEN BAKER Phone: 312-612-8200 Fax: 312-775-6554

Certification Expiration Date: 8-16-2012 Race/Gender: AFRICAN AMERICAN MALE

Email: kgarvey@smartts.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

COMPUTER HARDWARE + SOFTWARE
COMPUTER + EQUIPMENT REPAIR.

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

0.02%
DUE UPON RECEIPT - PAID BY VISA

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

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

Signature (*M/WBE*)

Theresa Jamison
Print Name

Smart Technology Services
Firm Name

3/29/12
Date

Signature (*Prime Bidder/Proposer*)

Timothy P Scanlon
Print Name

GENUINE PARTS CO.
Firm Name

4-9-12
Date

Subscribed and sworn before me this 29th day of March, 2012.

Notary Public Kristen Garvey

SEAL

OFFICIAL SEAL
KRISTEN GARVEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/28/14

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

August 16, 2011

Mr. Stephen Baker, President/CEO
Smart Technology Services, Inc.
156 N Jefferson Street, Suite 200
Chicago, IL 60661

Annual Certification Expires: August 16, 2012

Dear Mr. Baker:

We are pleased to inform you that Smart Technology Services, Inc. has been Re-certified as a **MBE (6)** by Cook County Government. This **MBE (6)** Certification is valid until **August 16, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **August 16, 2012.**

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit" within sixty (60) business days prior** to the date of annual expiration. **Please include the non-refundable fee of $50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE (6)** 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 Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Technology: IT Consulting – LAN/WAN, Computer Installation, Training and Repair; Software Installation, Repair and Support; Regular Dealer: Computer Hardware and Software

Your firm's participation on Cook County contracts will be credited toward **MBE (6)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (6)** goals will be given only for work done in the specialty category.

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

Sincerely,

LaVerne Hall
Director
LH/ek

Printed on Recycled Paper

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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 and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: TRIANGLE BODY & FABRICATION

Address: 3701 S. ST LOUIS CHICAGO, IL 60632

E-mail: triangle fab@aol.com

Contact Person: JOE GONZALEZ Phone: 773-523-0421

Dollar Amount Participation: $

Percent Amount of Participation: 1 %

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

MBE/WBE Firm: TRUCK TIRE SALES, INCORPORATED.

Address: 426 W. PERSHING CHICAGO, IL 60609

E-mail: chrisw ee 2002@yahoo.com

Contact Person: EDWARD GOMEZ Phone: 773-285-3000

Dollar Amount Participation: $

Percent Amount of Participation: 1 %

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

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: TRI-ANGLE FABRICATION

Contract #:

Address: 3701 S. ST. LOUIS AVE

City/State/ Zip: CHICAGO, IL 60632

Contact Person: JOE GONZALEZ

Phone: 773-523-0421 Fax: 773-523-8802

Certification Expiration Date: 9-29-2012

Race/Gender: HISPANIC MALE

Email: triangleFab@AOL.COM

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

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

FABRICATION + REPAIR - TRUCK + EQUIPMENT

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

1

DUE UPON RECEIPT - PAID BY VISA

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

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

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
JOSE A. GONZALEZ	Timothy B Scanlan
Print Name	Print Name
TRI-Angle Fab & Body Co. Inc	GENUINE PARTS CO.
Firm Name	Firm Name
MARCH 27, 2012	4-2-12
Date	Date

Subscribed and sworn before me this 2nd day of April, 2012.

Notary Public Melissa Schnidt

SEAL

MELISSA SCHNIDT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 20, 2012

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

September 29, 2011

Mr. Manuel Gonzalez
President
Tri-Angle Fabrication & Body Co., Inc.
1344 West 43rd St.
Chicago, Il 60609

Annual Certification Expires: September 29, 2012

Dear Mr. Gonzalez:

We are pleased to inform you that **Tri-Angle Fabrication & Body Co., Inc.** has been re-certified as an **MBE (9)** by Cook County Government. This **MBE (9)** certification is valid until **September 29, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 29, 2012**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit" within sixty (60) days prior** to the date of annual expiration. **Please include the non-refundable fee of $ 50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as an **MBE (9)** 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 will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

TRANSPORTATION: PROVIDE, INSTALL & MOUNT MUNICIPAL EQUIPMENT; FABRICATION, REPAIR & WELDING OF AUTO, TRUCK & SPECIALIZE BODY EQUIPMENT; AUTOMOTIVE MECHANICAL ELECTRICAL REPAIR & MAINTENANCE; REGULAR DEALER AND INSTALLER OF HYDRAULIC LIFTERS, CATCH BASIN CLEANING & SOLID WASTE EQUIPMENT; PROVIDE & INSTALL EMERGENCY LIGHTING SYSTEMS; SALES, PARTS, SERVICE OF SNOW PLOWERS, SWEEPERS, SPECIALTY & EMERGENCY VECHILE TRUCK BODIES

Your participation on County contracts will be credited toward **MBE (9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE (9)** goals will be given only for work done in the specialty category.

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

Sincerely,

LaVerne Hall
Director

LH/ehw

Printed on Recycled Paper

LETTER OF INTENT (SECTION 2)

M/WBE Firm: TRUCK TIRE SALES

Contract #:

Address: 426 W. PERSHING

City/State/ Zip: CHICAGO, IL 60609

Contact Person: EDWARD GOMEZ

Phone: 773-285-3000 Fax: 773-285-7094

Certification Expiration Date: 8-3-2012

Race/Gender: HISPANIC MALE

Email: chriswee2002@yahoo.com

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

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

AUTO + TRUCK TIRES AND SERVICE

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

1

DUE UPON RECEIPT - PAID BY VISA

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

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

Signature (*M/WBE*)

Edward Gomez

Print Name

Truck Tire Sales Inc.

Firm Name

3-29-12

Date

Signature (*Prime Bidder/Proposer*)

Timothy E. Scanlon

Print Name

GENUINE PARTS CO.

Firm Name

4-2-12

Date

Subscribed and sworn before me this 29th day of March, 2012

Notary Public Christine Avalos

CHRISTINE AVALOS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 16, 2015

THE BOARD OF COMMISSIONERS
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PRESIDENT

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EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

August 3, 2011

Mr. Edward Gomez, President
Truck Tire Sales, Inc.
426 W. Pershing Road
Chicago, Illinois 60609

Annual Certification Expires: August 3, 2012

Dear Mr. Gomez:

We are pleased to inform you that **Truck Tire Sales, Inc.** has been Re-certified as a **MBE(9)** by Cook County Government. This **MBE(9)** Certification is valid until **August 3, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **August 3, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit" within sixty (60) days prior** to the date of annual expiration. **Please include the non-refundable fee of $50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE(9)** 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 Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Supplier: Truck Tires and Road Service

Your firm's participation on Cook County contracts will be credited toward **MBE(9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE(9)** goals will be given only for work done in the specialty category.

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

Sincerely,

LaVerne Hall
Director
LH/gb

Printed on Recycled Paper

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

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

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

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

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

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

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

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

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

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

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

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

D. **OTHER RELEVANT INFORMATION**

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

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

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None

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

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

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

Yes:_____ No: X

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

Please note: NAPA has 14 company owned stores located in Cook County that employ a total of 198 full-time employees. (See attached store listing.)

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

Yes:_____ No: X

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

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

X Applicant has no "Substantial Owner."

OR:

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

Attachment

The following are company owned stores located in Cook County. All stores are in rented or leased spaces. None of the stores in Cook County are NAPA-owned property.

Elston Avenue Store
4300 N. Elston Avenue
Chicago, IL 60641

Chicago Heights Store
1333 S. Halsted
Chicago Heights, IL 60411

Fullerton Store
5151 W. Fullerton Avenue
Chicago, IL 60639

Schaumburg Store
570 S. Roselle Road
Schaumburg, IL 60193

Western Avenue Store
11030 S. Western Avenue
Chicago, IL 60643

Melrose Park Store
2225 W. North Ave.
Melrose Park, IL 60160

Niles Store
6546 N. Milwaukee
Chicago, IL 60633

Orland Park Store
6224 W. 159th
Oak Forest, IL 60452

Skokie Store
7524 St. Louis
Skokie, IL 60076

South Harlem Store
5643 S. Harlem Avenue
Chicago, IL 60638

Palos Hills Store
11001 Southwest Highway
Palos Hills, IL 60465

SWA IBS
6054 W. 63rd Street
Chicago, IL 60638

IDOT IBS
4300 N. Elston Avenue
Chicago, IL 60641

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

_____

_____

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

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

Identifying Information:

Name Genuine Parts Company D/B/A: NAPA EIN NO.: 58-0254510

Street Address: 700 Enterprise Court

City: Naperville State: IL Zip Code: 60563

Phone No.: 630-305-8888

Form of Legal Entity:

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

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

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Blackrock Inc.	40 East 52nd St. New York, NY 10022	6.4%
The Vanguard Group, INC.	100 Vanguard Blvd. Malvern, PA	5.8%
State Street Corp.	One Lincoln St. Boston, MA 02111	5.2%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

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

Timothy E Scanlan
Name of Authorized Applicant/Holder Representative (please print or type)

General Manager
Title

Signature

3-29-12
Date

TIM_SCANLAN@GENAT.COM
E-mail address

630 305 4415
Phone Number

Subscribed to and sworn before me this 29th day of March, 2012

My commission expires:

MELISSA SCHNIDT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 20, 2012

X
Notary Public Signature

Notary Seal

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: NONE Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

	Owner/Employee Name:	Related to:	Relationship:
1.	NONE		
2.			
3.			
4.			
5.			

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

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

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

_____ 3-29-12
Owner/Employee's Signature Date

Subscribe and sworn before me this 29th Day of March, 2012

a Notary Public in and for Kane County

_____
(Signature)

NOTARY PUBLIC SEAL

MELISSA SCHNIDT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 20, 2012

My Commission expires August 20, 2012

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

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: Genuine Parts Company / NAPA

BUSINESS ADDRESS: HQ: 2929 Circle 75 Parkway Atlanta, GA 30339

Local: 700 Enterprise Court Naperville, IL 60563

BUSINESS TELEPHONE: 630-305-8888 FAX NUMBER: 630-305-8997

CONTACT PERSON: Tim Scanlan

FEIN: 58-025-4510 *IL CORPORATE FILE NUMBER: 5368-905-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DAN ASKEY, NAPA VICE PRESIDENT: JERRY NM

SECRETARY: CAROL YANCEY TREASURER: FRANK HOWARD

**SIGNATURE OF PRESIDENT: [signature]

ATTEST: [signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this

23rd day of March, 2012

My commission expires:

PATSY ALLEN NOTARY PUBLIC DOUGLAS COUNTY GEORGIA EXPIRES OCT. 24, 2014

X [signature]
Notary Public Signature

Notary Seal

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

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

File Number 5368-905-1

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

GENUINE PARTS COMPANY, INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 27, 1984, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 10TH *day of* APRIL *A.D.* 2012 .

Jesse White

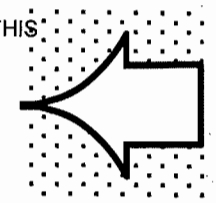
SECRETARY OF STATE

Authentication #: 1210102562

Authenticate at: http://www.cyberdriveillinois.com

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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



Toni Preckwinkle
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

María de Lourdes Cos
COOK COUNTY CHIEF PROCUREMENT OFFICER

Not Required
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF May ,20 12.

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

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

12-30-185

OR

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

TOTAL AMOUNT OF CONTRACT: $ 700,000
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY