

**COUNTY-WIDE AGREEMENT
for
PHOTOGRAPHIC SUPPLIES**

CONTRACT NO.: 12-30-197

BETWEEN



**COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer**

AND

**PRESSTEK, INC.
(Based on City of Chicago Contract No. 24278)**

COUNTY-WIDE AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Presstek, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor," pursuant to authorization by the Chief Procurement Officer on the 1st day of June, 2012.

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 Bid for Photographic Supplies and as the Bidder was identified as the lowest responsive and responsible bidder; and

Whereas, the City of Chicago entered into a contract on March 30, 2011 for the provision of supplies by the Contractor for the City relative to Photographic Supplies, City Contract #24278 ("the City Contract"); and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Presstek, Inc. herein after the "Contractor".

Whereas, the County through the Bureau of Administration, desires certain similar supplies 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 Photographic Supplies, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing and able to perform these supplies set forth in Exhibit 1, County Statement of Work and Exhibit 2, Cook County Line Item Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than

those contained in the City Contract as set forth in Exhibit 2 Cook County Line Item Price Proposal and incorporated herein by reference; and

Whereas, This Contract shall be effective after proper execution of the contract documents by the County through March 29, 2016, and the County may choose to exercise renewal options as stated in the City Contract; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of \$ 100,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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; 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; 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; and

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 6; 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 Consultant 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 Line Item Price Proposal
- Exhibit 3 City of Chicago Contract (Contract No. 24278)
- Exhibit 4 General Conditions
- Exhibit 5 Evidence of Insurance
- Exhibit 6 Special Conditions for Federal and Grant Funded Projects

CONTRACT NO. 12-30-197

EXHIBIT 1

County Statement of Work

County Statement of Work

The Contractor must furnish and deliver Photographic Supplies as specified, proposed and accepted F.O.B., Cook County, Bureau of Administration Central Services or other City Departments at various locations, in accordance with all the terms and conditions of this agreement.

The County intends to purchase photography items from the Contractor that are used to provide photographic imagery to support specific graphics and communication needs of Cook County.

EXHIBIT 2

County Line Item Price Proposal

Cook County Line Item Price Proposal for Bureau of Administration

Line #	Item #	Description	UOM	Unit Cost	Quantity	Cost
77	8323250050	Tape, Packaging-3/4x72Yds/Roll no.600 scotch film tape/ Clear, 26 rolls/bx.	box	4.82	120	\$578.40
79	7005784318	Plate Cleaner, AB Dick Clean Print No.200-9050-1A	pint	13.50	24	\$324.00
80	7005784311	Pads, Cotton, AB Dick No.4-4931, 20/cs	case	78.00	24	\$1,872.00
81	7005784139	Glaze Remover, AB Dick DG-54 No. 83-0-105797	gallon	30.00	12	\$360.00
82	7005784079	Cloth,Shop,Disposable, 13in.x13in.AB Dick no.4-4940	case	50.00	36	\$1,800.00
96	7005784971	Fountain Concentrate, Print Works FC1000	gallon	33.00	24	\$792.00
99	7005784162	Gum Arabic Solution, Varn 100% Pure	gallon	29.00	2	\$58.00
100	7005784414	Spay Powder Varn C-270, 11 lbs/bx	box	29.95	2	\$59.90
107	7005784058	Blanket/Roller Wash, Varn V253, 5 gal/can	can	96.18	6	\$577.08
135	7005760182	Offset Sheetfed Ink,Pantone Dense Black, 5lb. can	can	29.26	32	\$936.32
B11	1486425	PB20 5PCP 20-3/8x12-3/8 Toko4700	ea	54.23	6	\$325.38
F44	55011	12x100 EI 430 HT Neg Film	cg	214.02	4	\$856.08
G44	26101	4x5qt-Bottle Premix Cp Fixer	cs	91.01	4	\$364.04
G44	55040	ABD RA DEV Premix 5qt 4/cs	cs	71.02	4	\$284.08
I81	VS151	5lb-vs #10850 Rubber Base Black Ink	cn	64.17	24	\$1,540.08
P51	83-4-107237	100-IWB 11x18PB5mil	bx	211.75	4	\$847.00
Q50	KXXBP000	20L-TR 2-Step Developer	ea	169.42	6	\$1,016.52
Z81	13-6-194545	\$\$Foot,Suction Toko, 1218, Imperial	ea	9.00	24	\$216.00

Grand Total: \$12,806.88

EXHIBIT 3

City of Chicago Contract (Contract No. 24278)

Contract Summary Sheet

Contract (PO) Number: 24278

Specification Number: 73845

Name of Contractor: PRESSTEK

City Department: DEPT OF GENERAL SERVICES

Title of Contract: PHOTOGRAPHIC SUPPLIES

Term of Contract: Start Date: 3/30/2011

End Date: 3/29/2016

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$395,962.35

Brief Description of Work: PHOTOGRAPHIC SUPPLIES

Procurement Services Contract Area: COMMODITIES

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

Vendor Number: 236346

Submission Date:

4.25.11

VENDOR NO: 236346

CONTRACT (PO) NO: 24278

SPECIFICATION NO.: 73845

RFQ NO.: 3460

Photographic Supplies

CONTRACT PERIOD: SIXTY (60) MONTHS FROM THE DATE OF CONTRACT AWARD AND RELEASE

STARTING: 3/30/11

THROUGH: 3/29/16

REQUIRED FOR USE BY CITY OF CHICAGO



Graphics and Reproduction Center

Fund Number: 010-0144-0373010-340-220340 (Various)

Information: Toyla Rice, Contract Administrator, Phone: (312) 744-1681, E-mail: toyla.rice@cityofchicago.org

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE
All signatures to be sworn to before a Notary Public

Bids must be sealed, delivered and received in the City of Chicago, Department of Procurement Services, Bid and Bond Room, City Hall, 121 North LaSalle Street, Room 301, Chicago, Illinois 60602, NO LATER than 11:00 a.m., Chicago Time on Tuesday, November 9, 2010. Bids will be read publicly.

Bid packages must be complete and returned in its entirety.

Issued by:
City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Bids must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "Photographic Supplies" the specification number "73845" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Richard M. Daley

Jamie L. Rhee
Chief Procurement Officer

IRISSTEX ITRC.

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1. DEFINITIONS

Wherever applicable in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used, the interpretation and meaning shall be interpreted as follows:

"Attachments"	means all exhibits attached hereto and/or incorporated by reference herein;
"Business Day"	means business days (Monday through Saturday, excluding Holidays) in accordance with the City of Chicago business calendar;
"Calendar Day"	means calendar days (Sunday through Saturday) in accordance with the world-wide accepted calendar;
"Chief Procurement Officer"	refers to the Chief Executive of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
"City"	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
"Contact Person"	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
"Contract"	means this Contract for Photographic Supplies, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
"Contractor"	refers to the person, firm, entity or corporation who is awarded this Contract;
"Contract Documents"	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
"Deliverables"	means any Photographic Supplies, documents, reports, information, etc. to be provided by the Contractor to the City;
"Delivery Location"	refers to the location where the product or service is to be provided by the Contractor;
"Department"	means the Graphics and Reproduction Center, City of Chicago;
"Director"	refers to the Chief Executive of the Graphics and Reproduction Center, for the City of Chicago, and any representative duly authorized in writing to act on the Director's behalf;
"Holidays"	means the following days in accordance with the City of Chicago; New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;

- "Proposal"** as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for supplies, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
- "Reporting Formats"** means the appearance in which a report is submitted by the Contractor to the City;
- "Services"** means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
- "Subcontractor"** means any person or entity with whom the Contractor contracts to provide any part of the Work, including Subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Commissioner or Chief Procurement Officer are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Commissioner or Chief Procurement Officer. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Commissioner. The Commissioner's judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

2. GENERAL CONDITIONS

Sealed bids will be received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

2.1. DOWNLOADABLE DOCUMENT

Bidder that downloads a bid solicitation from the City of Chicago's website: www.cityofchicago.org/procurement, instead of obtaining the hard copy bid solicitation from the City of Chicago's Bid and Bond Room, is responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The City will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid or proposal.

Note: Multiple clarifications and/or addenda may be issued which the bidder is responsible for obtaining.

If the bid solicitation was downloaded from the City of Chicago's website instead of picking up a hard copy from the City of Chicago's Bid and Bond Room, the bidder **MUST** contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at (312) 744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at (312) 744-5611 to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

2.2. EXAMINATION BY BIDDER

The bidder must, before submitting its bid, carefully examine the proposal, plans, specifications, Contract documents and bonds. The bidder must inspect in detail the site of the proposed work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

2.3. PREPARATION OF PROPOSAL

Bidder must prepare its proposal on the attached Proposal Page(s). Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer must be submitted.

If bidder is a sole proprietorship, the sole proprietorship must execute the bid.

A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805 ILCS 405 (1992).

2.4. SUBMISSION OF PROPOSALS

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose to the DEPARTMENT OF PROCUREMENT SERVICES, Room 301, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder must carry the following information on the face of the envelope: bidders name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the Chief Procurement Officer, the bidders are responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed and notarized will be rejected.

2.5. WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder will withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor must the successful bidder withdraw or cancel or modify its proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

Where this Contract will be approved by another agency, such as the Federal Government or State of Illinois, then the bidder will not withdraw or cancel or modify its proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals.

2.6. COMPETENCY OF BIDDER

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous Contract with the City.

The bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and Contract documents.

2.7. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer will represent and act for the City in all matters pertaining to this proposal and Contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action.

The proposal is contained in these Contract documents and **MUST NOT BE DETACHED HERE FROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

2.8. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one (1) or more of the proposals, if Basis of Award in Special Conditions allows for multiple awards and/or reject any/all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.9. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other Contract documents, a written request for an interpretation thereof, may be submitted to the Chief Procurement Officer prior to the bid opening date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be faxed, electronically mailed, mailed or delivered to each person receiving a set of such Contract documents and to such other prospective bidders as will have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder must acknowledge receipt of each addendum issued in the space provided on the appropriate Proposal Execution Page. Oral explanations will not be binding.

2.10. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9998-1874-09 Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute.

The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal laws and regulations.

2.11. CONTRACTOR'S FINANCIAL STATEMENT

If requested by the Chief Procurement Officer the bidder will file with the office of the Chief Procurement Officer a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractor's last fiscal year period. The Contractor's Statement of Experience and Financial Condition will be kept on file by the Chief Procurement Officer as a representative statement for a period of one (1) year. The Contractor's Statement of Experience and Financial Condition forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current Contractor's Statement of Experience and Financial Condition form on file with the DEPARTMENT OF PROCUREMENT SERVICES may be cause for the rejection of Contractor's Proposal.

2.12. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

The order of precedence of the component Contract parts will be as follows:

1. Advertisement for proposals (copy of advertisement to be attached to back of cover).
2. General Conditions.
3. Special Conditions.
4. Standard Specifications of the City, State or Federal Government, if any.
5. Detailed Specifications.
6. Plans or City Drawings, if any.
7. Addenda, if any.
8. Bid Fee, if required.
9. Performance Bond, if required.

The foregoing order of precedence will govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

2.13. NOTICES

All communications and notices herein provided for will be faxed, delivered personally, electronically mailed, or mailed first class, postage prepaid, to the Contractor by name and address listed on the proposal. Communications sent to the City must be sent to the Commissioner of the Graphics and Reproduction Center listed on the cover hereof, and to the Department of Procurement Services, Attn: Chief Procurement Officer, Room 403, City Hall, 121 North La Salle Street, Chicago, Illinois 60602.

All communications and notices to the bidder, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

2.14. NON-DISCRIMINATION

A. Federal Requirements

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

B. State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1 - 101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

C. City Requirements

Contractor must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended; and all other applicable municipal code provisions, rules, regulations and executive orders. Further, Contractor must furnish or shall cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.15. INDEMNITY

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:

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);
3. Contractor's failure to perform or cause to be performed Contractor's covenants and obligations as and when required under this Contract, including Contractor's failure to perform its obligations to any Subcontractor;
4. the City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute;

"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 Contractor's breach of this Contract or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

At the City Corporation Counsels 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 Contract. 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.

To the extent permissible by law, Contractor waives any limits to the amount of its obligation 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, 820ILCS305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 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 or judicial decision.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of service 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 Contract, including the insurance requirements set forth in the Contract.

2.16. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and Subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and Subcontractors are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

Minimum requirements of the Contractors accident/incident prevention program include, but are not limited to the following:

- A training program that includes safety and the identification of worksite hazards.
- Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).
- Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to City equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on City property, is promptly reported to Contractor management and the Commissioner. A completed report of the accident/incident must be promptly submitted to the Commissioner.
- Develop an Emergency Evacuation/Disaster Control Plan consistent with the Commissioner's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and Subcontractors. The Contractor's employees and Subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.

- Contractors must also comply with the safety and health requirements of the Commissioner. The Commissioner may at any time, require additional provisions, if such are deemed necessary for public safety or convenience

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Contract. Such act and rules and the applicable parts thereof must be considered as part of this Contract.

The Contractor and Subcontractors must comply with said requirements, standards, and regulations, as required; and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers. The Contractor and Subcontractors must directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

2.17. LIVING WAGE ORDINANCE

- A. Section 2-92-610 of the Municipal Code of Chicago 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 thereunder:
1. if the Contractor has twenty-five (25) or more full-time employees, and
 2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
 3. the Contractor must pay its Covered Employees, and must assure 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 work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. The current Base Wage is \$11.03. Each July 1st thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) 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 (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, 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 work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or Subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City Contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the 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 Section A through D above do not apply.

2.18. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract will be assigned or any part of the same sub-contracted without the written consent of the Chief Procurement Officer; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the Contract.

The Contractor must not transfer or assign any Contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as the City is concerned.

2.19. PAYMENT TO CONTRACTOR

Work performed under this Contract is interpreted to include materials to be furnished under this Contract which are suitably stored at the site of the work. Unless otherwise provided in Special Conditions, which will be subject to the provisions of Chapter 26-13 of the Municipal Code of Chicago, the Chief Procurement Officer may from time to time, in cases where the Contractor must proceed properly to perform and complete this Contract, grant to such Contractor as the work progresses an estimate of the amount already earned. All partial payment estimates shall be subject to correction by the final estimate.

Waivers from Subcontractors and Suppliers indicating that they have received their share from the Contractor of the previous partial payment to the Contractor must be presented concurrently by the Contractor when he presents an estimate for a partial payment.

The Chief Procurement Officer may, whenever he have reason to believe that the Contractor has neglected or failed to pay any Subcontractors, workmen or employees for work performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the Contract until said Chief Procurement Officer has been satisfied that such Subcontractors, workmen and employees have been fully paid, and the reserve sum referred to in the above stated Chapter 26-13 has not been payable until the Contractor has satisfied the Chief Procurement Officer that all Subcontractors, material men, workmen and employees have been fully paid.

Whenever the Chief Procurement Officer notifies the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the Contract until Subcontractors, workmen and employees have been paid, and the Contractor neglect or refuse for the period of ten (10) calendar days after such notice is given, as above provided for, to pay such Subcontractors, workmen and employees, the City may then apply any money due or that may become due under the Contract to the payment of such Subcontractors, workmen and employees without other or further notice to said Contractor; but failure of the City to retain and apply such moneys, or of the Chief Procurement Officer to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such Subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such Subcontractors, workmen or employees upon any bond given in connection with such Contract.

Before final payment is made under the Contract and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work performed, tools and plant employed, and material and labor furnished under the Contract. The Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the Contract have been complied with, and the work has been accepted by the Commissioner, whereupon the City will, at the expiration of thirty (30) calendar days after such completion and acceptance, pay the whole account of money due the Contractor under the Contract.

The acceptance by the Contractor of the final payment above mentioned will operate as and will be a release to the City from all claims or liability under this Contract for anything done or furnished or relating to the work under this Contract, or for any act or neglect of the City relating to or connected with this Contract.

2.20. COOPERATION BETWEEN CONTRACTORS

Unless otherwise provided in Special Conditions, if separate Contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the Contract documents, each Contractor must conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors.

Each Contractor involved must assume all liability, financial or otherwise, in connection with this Contract, and will protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss

experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor must assume all responsibility for all work not completed or accepted because of the presence and operations of the other Contractors.

The Contractor must as far as possible, arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within or adjacent to the limits of the project site. Contractor must join his work with that of the others in an acceptable manner and must perform it in proper sequence to that of the others.

2.21. SUBCONTRACTORS

The Contractor must notify the Chief Procurement Officer, in writing, of the names of all Subcontractors to be used and will not employ any that the Chief Procurement Officer may object to.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Chief Procurement Officer. The Subcontracting of the services or work or any portion thereof without the prior written consent of the Chief Procurement Officer will be null and void. The Contractor will not make any substitution of a Subcontractor without the written consent of the Chief Procurement Officer. The substitution of a Subcontractor without the prior written consent of the Chief Procurement Officer will be null and void. The Chief Procurement Officer's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible Subcontractors. If, in the judgment of the Commissioner or the Chief Procurement Officer, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the Chief Procurement Officer, discharge or otherwise remove such Subcontractor.

2.22. SUBCONTRACTORS WITH DISABILITIES

The City encourages Contractors 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.

2.23. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Contract 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 Contract;
- (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 Contract, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

2.24. DEMURRAGE AND RE-SPOTTING

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

The City will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the City.

2.25. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its Chief Procurement Officer, will have a right to inspect any materials to be used in carrying out this Contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract.

The Contractor will be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Chief Procurement Officer and must be replaced by the Contractor at no cost to the City.

Any materials or components rejected must be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

2.26. CASH BILLING DISCOUNT

Any cash billing discounts offered will not be considered in the evaluation of bids.

2.27. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

Plans or drawings mentioned in the specifications will be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, will be executed by the Contractor the same as though it were both shown and specified.

2.28. AUDITS

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 Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an 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:

- A. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the Contract 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 A or B above is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorney's fees.

2.29. TIME AND PROGRESS

It is understood and agreed that **TIME IS OF THE ESSENCE OF CONTRACT**, and the Contractor agrees to begin actual work covered by this Contract in conformity with the provisions set forth herein and to proceed with the same with all due diligence, so as to complete the entire work under this Contract within the calendar days stipulated after the date for commencement of work as specified in the written notification to the Contractor from the Commissioner, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Contractor must submit to the Commissioner for approval, within five (5) calendar days after the effective date of this Contract, a **TIME SCHEDULE** for performing operations under this

Contract, which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor must proceed with the work under this Contract so that the actual work completed will be not less than required by such approved TIME SCHEDULE for performing operations under this Contract which will insure the satisfactory completion of the entire work within the time hereinafter specified.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Chief Procurement Officer may declare this Contract in default as provided herein.

2.30. PROVISIONS RELATIVE TO DELAY

Should the Contractor be obstructed or delayed in the commencement, proceeding or completion of the work under this Contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and Chief Procurement Officer in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Chief Procurement Officer for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor will not be entitled to an extension of time.

The Chief Procurement Officer and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Mayor, Comptroller and the Chief Procurement Officer, will be final and binding.

It is further expressly understood and agreed that the Contractor will not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

2.31. PRICE REDUCTION

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractors customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the Contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the Contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

The Contractor must furnish, within ten (10) calendar days after the end of the Contract period, a statement certifying either:

1. that no general price reduction, as defined above, was made after the date of the bid or offer; or
2. if any such general price reductions were made, that is provided above, they were reported to the Chief Procurement Officer within ten (10) calendar days, and ordering offices were billed at the reduced prices.

Where one (1) or more such general price reductions were made, the statement furnished by the Contractor must include with respect to each price reduction:

1. the date when notice of any such reduction was issued;

2. the effective date of the reduction; and
3. the date when the Chief Procurement Officer was notified of any such reduction.

2.32. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL

It is the duty of any bidder, proposer, or Contractor, all Subcontractors, and 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, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform Subcontractors of this provision and require understanding and compliance herewith.

2.33. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1

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 (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or 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 the Contractor or the date the 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 the 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.

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.

2.34. CONFLICTS OF INTEREST

No member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interests, direct or indirect, in the Contract.

The Contractor covenants that he presently has no interest and will not acquire any interest, direct or indirect, in the project to which the Contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest will be employed.

2.35. GOVERNMENTAL ETHICS ORDINANCE

Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

2.36. DISCLOSURE OF OWNERSHIP

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the attached Economic Disclosure Statement and Affidavit. Failure to provide complete or accurate disclosure will render this Agreement voidable.

2.37. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

Bidder will be required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit as required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer declaring the bidder non-responsible. Moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids.

2.38. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO

- a. 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 of Chicago under the contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party 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.
- b. Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:
 1. the contracting party 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 debts owed to the City and the contracting party is in compliance with the agreement; or
 2. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 3. the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

2.39. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO

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 Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections; whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, 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 Contract, at law or in equity.

This section does not limit the 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 Contract.

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

2.40. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, 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 contract will be grounds for termination of this contract. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

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" will 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.

2.41. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

Contractor, in performing under this contract must comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

No person or business entity will be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

2.42. MACBRIDE PRINCIPLES 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 Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will 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).

For those Contractors who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will 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.

2.43. CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the attached Economic Disclosure Statement and Affidavit (the Affidavit) under: Certification By Applicant, which certifies that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended: Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

2.44. COMMITMENT REGARDING BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)

Policy and Terms:

It is the policy of the City of Chicago that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with Section 2-92-337 *et seq.* of the Municipal Code of Chicago, Regulations Governing Certification of Business Enterprises owned by People with Disabilities, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Agreement. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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.

Definitions:

For purposes of this section only, the following definitions apply:

- (1) "Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- (2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the Contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid Contract.
- (3) "Construction project" has the same meaning ascribed to it in section 2-92-335.
- (4) "Contract" means any Contract, purchase order, construction project, or other agreement (other than a delegate agency Contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.
- (5) "Contract base bid" means the total dollar amount a Contractor bids on a Contract without factoring any bid incentive or percentage reductions to the bid amount.
- (6) "Earned credit" means the amount of the bid incentive allocated to a Contractor upon completion of a Contract in which the Contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the Contract.

- (7) "Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a Contractor has been awarded.

Commitments:

- (a) The Chief Procurement Officer shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future Contract.
- (b) (1) Where not otherwise prohibited by federal, state, or local law, the Chief Procurement Officer shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the Contract.

<u>% of total dollar Contract amount performed by BEPD:</u>	<u>Bid incentive:</u>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the Contract price.

- (2) As part of the contract close-out procedure, if the Chief Procurement Officer determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the Chief Procurement Officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one Contract award. If the Contractor applies the earned credit certificate on multiple Contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the Contract bid first to be advertised by the Department of Procurement Services, or if multiple Contract bids were advertised on the same date, the earned credit certificate shall be applied only to the Contract bid with the greatest dollar value.

- (c) The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Chief Procurement Officer, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the Chief Procurement Officer, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

- (d) The Chief Procurement Officer is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

2.45. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Economic Disclosure Statement and Affidavit), then:

For those bidders in competitive bid contracts, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

2.46. FEDERAL TERRORIST (NO-BUSINESS) LIST

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

2.47. COMPLIANCE WITH ALL LAWS

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Agreement.

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

2.48. OFFICE OF COMPLIANCE

It is the duty of any bidder, proposer, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proper, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it."

2.49. COMPLIANCE WITH ENVIRONMENTAL LAWS

The Contractor will comply with all laws relating to environmental matters including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials,, special wastes or other contaminants into the environment and to the generation, use, storage, transportation, or disposal of solid wastes, hazard materials, special wastes or other contaminants (collectively, "Environmental Laws") including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, the National Emission Standards for Hazardous Air Pollutants (40 C.F.R.61.145), and the Municipal Code, as currently in effect and as amended during the course of the contract period.

If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of hazardous materials, special wastes or other contaminants on, under or about any premises used by Contractor to perform the Services required hereunder, the Contractor shall provide a copy of such report or notice to the City. In the event of a release or threatened release of hazardous materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Laws, the Contractor must immediately notify the City in writing and will provide the City with copies of any written claims, demands, notices or actions so made.

- A. As part of its Compliance with All Laws, as set forth hereinabove, Contractor must observe and comply with, inter alia, all Environmental Laws and impose on all Subcontractors all requirements of all environmental Laws. No provision of this Contract limits, or is intended in any way to limit, Contractor's obligation to observe and comply with all Laws, including but not limited to all Environmental Laws.

By entering into this Contract, Contractor acknowledges that many Environmental Laws may apply to the Contract and to Contractor's and Subcontractors' performance of the Work.

By entering into this Contract, Contractor also acknowledges that U.S. EPA, U.S. DOT and other agencies of the federal, state and local governments have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract or the Work.

Listed below in Section H are requirements of particular concern to the City. By entering into this Contract, Contractor acknowledges and agrees that this list does not constitute the only Environmental Laws that apply or may apply to performance of the Work under this Contract.

Contractor must include the provisions listed in Section H in all subcontracts; and Contractor must additionally include in all subcontracts a statement specifying that the provisions so listed do not constitute the only Environmental Laws that apply or may apply to Subcontractors' performance of and under their subcontracts with Contractor.

By entering into this Contract, Contractor acknowledges and agrees that if Contractor fails to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of

this contract. By entering into this Contract, Contractor further acknowledges and agrees that such termination may adversely affect Contractor's eligibility for future contract awards.

B. Notification of Environmental Claims and of Community Meetings and Media Involvement

In the event of any claim, demand, action notice of violation or other notice of any kind by any person or any entity of any kind, whatsoever, against Contractor or any Subcontractor regarding Contractor's or any Subcontractor's failure or alleged failure to comply with any Environmental Law ("Environmental Claim"), Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of becoming aware of such Environmental Claim and must also submit a copy of any Environmental Claim to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of receipt of same by Contractor or any Subcontractor.

Contractor must provide evidence to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator or to the satisfaction of a court or administrative agency having jurisdiction with respect to the claim, demand, action notice of violation or other notice of any kind, or to the satisfaction of the Chief Procurement Officer and Commissioner of the Chicago Department of Environment.

Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment of any community meetings, media involvement or media coverage relating to: any release, alleged release, threatened release, or allegedly threatened release of any substance, matter or thing relating in any way to the Work under this Contract; any loading, transportation/hauling, treatment, storage, disposal or other handling of any materials, including but not limited to any Waste, under this Contract; or otherwise relating to any Environmental Laws or any charge or allegation of violation of or noncompliance with any Environmental Laws, in which Contractor or any Subcontractor is asked or invited to participate. The notice must be provided to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment as early as possible before Contractor or any Subcontractor participates in any such community meetings, media involvement or media coverage.

C. Releases and Threatened Releases

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, in the event of any release or threatened release of any material, including but not limited to Waste, and including but not limited to any Hazardous Waste or Special Waste, relating in any way to any of the Work under this Contract, regardless whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor and any Subcontractors with respect to the release or threatened release.

If Contractor or any Subcontractor is required pursuant to any Environmental Law to submit or file any notice or report of any kind to any person or entity relating to any release, alleged release, threatened release or allegedly threatened release of any substance, matter or thing relating in any way to any of the Work under this Contract, Contractor must provide a copy of such notice or report to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment at the same time that Contractor or any Subcontractor submits or files the notice or report in accordance with the Environmental Law.

D. Environmental Permits and Other Environmental Records and Reports.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must show evidence of, and keep current throughout the term of this Contract, all permits, insurance certificates and other authorizations required by any federal, State, City or other governmental body or agency pursuant to any Environmental Law.

When requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, Contractor must submit copies of any or all permits, insurance certificates and other authorizations required by any Environmental Law.

Copies of all permits, insurance certificates and other authorizations that require periodic renewal must be forwarded to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment throughout the duration of this Contract.

By entering into this Contract, Contractor acknowledges and agrees that noncompliance with these requirements constitutes sufficient cause for termination of this Contract and for declaring Contractor non-responsible in future bids.

In addition to any and all other records and reports that are or may be required by any Environmental Laws, Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including but not limited to:

1. Vehicle maintenance records;
2. Safety and accident reports;
3. IEPA or OSHA manifests;
4. Disposal records, including but not limited to records showing the disposal site used, date, truck number and disposal weight, types of waste, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
5. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

E. Handling of Materials, Including but Not Limited to Waste

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor is responsible for the proper, lawful handling, including but not limited to treatment, storage, transportation/hauling and disposal, of all materials, including but not limited to all Waste, by Contractor and all Subcontractors.

By entering into this Contract, Contractor acknowledges and agrees that treatment, storage, transportation/hauling, disposal or other handling by a Subcontractor or other third party does not relieve Contractor of its responsibility for proper treatment, storage, transportation/hauling, disposal and other handling of all materials, including but not limited to all Waste.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all treatment, storage, transportation/hauling, disposal and other handling of any materials, including but not limited to any Waste, must be at a facility that is properly licensed and permitted in accordance with any and all Environmental Laws to accept and treat, store, transport/haul, dispose or otherwise handle the particular materials delivered to it in accordance with all Environmental Laws ("Facility").

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, before generating or in any way handling any Waste relating to the Work under this Contract, or allowing any Subcontractor to generate or handle any Waste, Contractor must identify to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment all Facilities to which Contractor has contractual access and for which all required permits and/or licenses have been obtained and are current and valid.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must upon request provide the Chief Procurement Officer or Commissioner of the Chicago Department of Environment or his designated representative with copies of all documents, including but not limited to load tickets, manifests, bills of lading, scale tickets, and permits and/or licenses, pertaining to any treatment, storage, transportation/hauling, disposal and other handling of any material, including but not limited to any Waste, by Contractor, any Subcontractor, or any Facility or other third party, that Contractor or any Subcontractor submits to, prepares for, or

receives from any Facilities that Contractor uses in the course of its performance of and under this Contract.

If any Facility that Contractor proposes to use does not possess all necessary, current, valid permits and/or licenses to accept the materials to be treated, stored or disposed of, then Contractor must replace the Facility submitted as part of its bid proposal at no additional cost to the City.

If Contractor disposes of any materials, including but not limited to any Waste, at any site that is not properly permitted, Contractor, by entering into this Contract, acknowledges and agrees that it will be responsible for all costs associated with the removal of the materials to a properly licensed/permitted Facility and for any other costs, including but not limited to any civil or other penalties, damages, fees, charges, litigation costs, attorneys' fees, or other costs of any kind, whatsoever, that apply or may apply as a result of the application or enforcement of any Laws and any response thereto.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must verify, in writing, whenever requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, that all materials, including but not limited to Waste, that Contractor or any Subcontractor generates or accepts from the City have been treated, transported/hailed, stored, disposed of or otherwise handled in compliance with all Environmental Laws.

The form for identifying Contractor's Facility(ies) and acknowledging terms and conditions relating thereto that Contractor has executed and attached to this Contract is incorporated by reference (Attachment "B"). In addition to the representations and requirements contained on Attachment B, Contractor acknowledges and agrees that unless otherwise authorized in writing by the Commissioner of the Chicago Department of Environment, Contractor must not use or continue to use any Facility identified on Attachment B that (i) has been cited by any governmental agent or entity as being in violation of any Environmental Law or of any City ordinance of any kind, whatsoever; or (ii) does not have a legally required permit. If only one (1) Facility was identified on Attachment B, Contractor must arrange for a substitute Facility that meets the requirements specified on Attachment B and provide a revised Attachment to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment before transporting/hauling or allowing the transport/hauling of any material, including but not limited to any Waste, to any Facility. Contractor further acknowledges and agrees that any such substitution and any delay or activity of any kind relating to any such substitution is at no additional cost to the City, regardless of the reasons necessitating such substitution.

F. Equipment and Environmental Control During Transport

As part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must transport/haul all materials, including but not limited to Waste, in vehicles and/or containers that comply with all Environmental Laws; and all equipment used to transport any materials, including but not limited to Waste, must be designed and operated to prevent spillage, leakage, or other release of any kind during the transport operation.

Also as part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all equipment used by Contractor or any Subcontractor must fully comply with all Laws, including but not limited to all Laws pertaining to size, load weight, safety, and including but not limited to any Environmental Laws.

G. Environmental Control

In performing the Work, and as part of or in addition to of the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must become thoroughly familiar with all Laws relating to, inter alia, the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must employ all reasonable measures to reduce the

noise of heavy construction equipment and to control and minimize any dust, smoke, and fumes from construction equipment and other operations on the Work site and any dirt and noise created by heavy truck operations over City streets.

H. Environmental Protection

The purpose of this subsection is to alert Contractor to some of the Environmental Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same. This subsection does not, and is not intended to, set forth all of the Laws or Environmental Laws with which Contractor must comply. By entering into this Contract, Contractor acknowledges and agrees that this subsection does not and is not intended in any way to limit Contractor's obligation to comply with all Laws, including but not limited to all Environmental Laws, and with all other provisions of this Contract, in performing the Work.

Some, but not all, of the major federal Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same, are: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; Toxic Substances Control Act, as amended, 15 USC §§2601 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. Contractor and Subcontractors must also comply with, inter alia, 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 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. **Air Quality.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. This includes, but is not limited to, compliance 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 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
2. **Clean Water.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
3. **List of Violating Facilities.** Contractor acknowledges and agrees that any facility of any kind to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and as part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment if Contractor or any Subcontractor receives any

communication from the U.S. EPA that any such facility is under consideration for inclusion on the List.

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, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

Waste Handling. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all waste handling provisions set out in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Administrative Code, and Chapters 7-28 and 11-4 of the Chicago Municipal Code.

2.50. SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Contract does not affect the remaining portions of this Contract or any part of it.

2.51. FALSE STATEMENTS

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the Economic Disclosure Statement (EDS), as well as in any other affidavits, statements or contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010.

2.52. DEFAULT

- A. The City may, subject to the provisions of paragraph (C) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
- i. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such other period as the Chief Procurement Officer may authorize in writing) after receipt of notice from the Chief Procurement Officer specifying such failure.
- B. In the event the City terminates this contract in whole or in part as provided in paragraph (A) of this clause, the City may procure, upon such terms and in such manner as the Chief Procurement Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor must be liable to the City for any excess costs for such similar supplies or service: provided, that the Contractor must continue the performance of this to the extent not terminated under the provisions of this clause.
- C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the Chief Procurement Officer the failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

2.53. DISPUTES

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract 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 North LaSalle Street, Room 301, Bid and Bond Room.) 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.

3. SPECIAL CONDITIONS

3.1. DOWNLOADABLE DOCUMENT

Bidder that downloads a bid solicitation from the City of Chicago's website: www.cityofchicago.org/procurement, instead of obtaining the hard copy bid solicitation from the City of Chicago's Bid and Bond Room, is responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The City will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid or proposal.

Note: Multiple clarifications and/or addenda may be issued which the bidder is responsible for obtaining.

If the bid solicitation was downloaded from the City of Chicago's website instead of picking it up in paper from the City of Chicago's Bid and Bond Room, the bidder **MUST** contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at (312) 744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at (312) 744-5611 to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

3.2. BIDDER'S INQUIRIES DEADLINE:

Bidders must communicate only with the Department of Procurement Services and direct all questions or requests for clarification to the attention of Toyla Rice, Department of Procurement Services, City Hall, Room 403, Chicago, Illinois 60602. Questions or requests for clarification must be in writing or via fax at (312) 744-7679 or via email to toyla.rice@cityofchicago.org.

All questions or requests for clarification must be received no later than **4:00 p.m. Chicago time, on Tuesday, October 26, 2010.**

3.3. QUANTITIES

Any quantities of Photographic Supplies shown on the Proposal Page(s) are estimates for the initial sixty (60) month Contract term and are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to purchase any Photographic Supplies other than those determined by the Graphics and Reproduction Center to be necessary to meet their current needs.

The City will be obligated to order and pay for only such quantities as are from time to time ordered, delivered and accepted on purchase order releases issued directly by the Graphics and Reproduction Center.

3.4. SAMPLES

In order to determine that the proposed Photographic Supplies conform to this specification the City reserves the right to test and/or inspect bidder's products.

For bid evaluation purposes, the bidder must furnish and deliver, upon request by the Chief Procurement Officer, two (2) sample(s) of the requested line item(s) of the proposed Photographic Supplies within ten (10) calendar days from the receipt of notice. The samples must be delivered F.O.B., City of Chicago, Graphics and Reproduction Center, delivery location will be determined at the time of the request. The samples must be tagged or labeled with the company name, address, City specification number and commodity codes. Failure to furnish said samples within this time period will be cause for rejection of the bid for being non-responsive to this requirement.

The City will not be liable for the condition of the sample, if the bidder requests return of the sample. The cost to furnish and deliver said sample(s) will be borne by the bidder.

Other tests and measurements may also be performed throughout the Contract term, as determined by the City.

3.5. BASIS OF AWARD

Contract(s) will be awarded based on the Lowest Total Bid Price per group. One (1) Contract will be awarded per Group based on the lowest total bid price proposed by a responsive and responsible bidder meeting the terms and conditions of the specification.

In each Group, each bid line's extended price will be determined by multiplying its estimated quantity by its unit price. The sum of the extended prices for all lines in a group will be the Total Bid Price for that Group.

Bidders must quote all line items within each Group but not required to bid all Groups. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

Contractor may be awarded one (1) or more Groups. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of transportation, training, guarantee, etc., required by the specification.

The Chief Procurement Officer reserves the right to award one (1) or more Contracts or reject any or all bids when, in the Chief Procurement Officer's opinion, the best interest of the City will be served thereby.

3.6. CHICAGO BUSINESS PREFERENCE

The Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price from a responsive and responsible Chicago business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-Chicago business by more than two percent (2%).

A Chicago business ("Chicago Business") is a business located within the corporate limits of the City, which has the majority of its regular, full-time work force located within the City, and which is subject to City of Chicago taxes.

Where all partners to a joint venture are Chicago Businesses, the joint venture will be deemed to be a Chicago Business. Where not all partners to a joint venture are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Businesses hold at least a fifty percent (50%) interest in the venture. Chicago Businesses have a fifty percent (50%) interest in the joint venture only if the Chicago Business partners in the venture hold subcontracts equal to fifty percent (50%) or more of the amount of the bid. Joint venture bidders must submit information and documentation (including, but not limited to, the joint venture agreement and subcontracts) with their bids to establish their eligibility for the Chicago Business Preference. A joint venture bidder which fails to submit such information will not be entitled to the Chicago Business Preference.

The Chief Procurement Officer's determination of a bidder's eligibility for the Chicago Business Preference will be final.

3.7. CALCULATION OF MBE/WBE COMMITMENT

For purposes of calculating bidder's percentage of Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) dollar commitment toward the minimum goal of 16.9% MBE and 4.5% WBE participation as stated in the Special Condition Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidders total bid price will be used to calculate the actual dollar commitment to each MBE and/or WBE firm listed on your Schedule D-1, MBE/WBE Goal Implementation Plan. If at the end of this contract, the actual dollar value is below the estimated value, the City will consider adjustments to your MBE/WBE plan which are proportionate to the actual dollar value of this Contract.

The Contractor will, not later than thirty (30) calendar 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.

During the term the contract, the Contractor will submit monthly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be 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) calendar days after the date of contract award, and reports will be due monthly thereafter.

MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 North LaSalle Street, Chicago, Illinois 60602.

(NOTICE: Do not submit invoices with MBE/WBE Utilization Reports.) Final payments may be held until the Utilization Reports have been received.

The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will 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.

3.8. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Bidder will fully complete, sign, notarize and submit as part of your proposal the following documents incorporated herein:

1. Schedule B: Affidavit of Joint Venture (MBE/WBE) (if applicable).
2. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant.
3. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan.
4. Proposal Page(s).
5. Bid Data Pages
6. Economic Disclosure Statement and Affidavit.
7. Affidavit of Chicago Business.
8. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
9. City of Chicago Insurance Certificate of Coverage.

NOTE: BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE.

3.9. PURCHASE ORDER RELEASES

Requests for Photographic Supplies in the form of purchase order releases will be issued by the Graphics and Reproduction Center and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s) or make any deliveries of Photographic Supplies without receipt of a purchase order release issued by the City of Chicago. Any Photographic Supplies provided by the Contractor without a purchase order releases, is made at the Contractor's risk. Consequently, in the event such purchase order release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any Photographic Supplies provided without said purchase order release.

Purchase order releases will indicate Photographic Supplies, quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery.

3.10. CONTRACT PERIOD

The Contract will begin on or about 3/30/11 and continue through 3/29/14, unless terminated prior to this date according to the terms of the Early Termination provision, or extended as provided for herein.

The City will establish and enter the above start and expiration dates at the time of formal award and release of this Contract unless negotiated prior to release of the Contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Acceptance Page herein. The expiration date will be the last day of the sixtieth (60th) full calendar month after the established start date.

3.11. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the Contract period. The Chief Procurement Officer may exercise the City's right to renew this Contract following the expiration of the base Contract term for up to sixty (60) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase Photographic Supplies provided for in this Contract.

No less than sixty (60) calendar days before the expiration of the then current contract term, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of supply while procuring a replacement Contract.

3.12. 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 Contract 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.

3.13. DELIVERY

Contractor must not make any deliveries of Photographic Supplies without an approved City of Chicago purchase order release issued by the appropriate department. Upon receipt of a purchase order release, deliveries of the proposed/requested Photographic Supplies must be made at no charge F.O.B., City of Chicago, Graphics and Reproduction Center, 121 N. LaSalle Street, Room 3M6, Chicago, Illinois 60602 or to any point within the City, regardless of the purchase order release amount.

Deliveries of Photographic Supplies must be made within ten (10) calendar days of issuance of a Purchase Order Release between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Saturday, Sunday or any holidays.

The City reserves the right to add or delete delivery locations as required during the Contract Period.

3.14. INSPECTION UPON DELIVERY

Upon delivery of the specified Photographic Supplies, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage. The Contractor's representative may be present for the initial examinations.

If defects or omissions are discovered during the inspection, the City may:

- (i) Refuse acceptance of any/all units.
- (ii) Arrange with the Contractor to make corrections.
- (iii) Require the Contractor to remove any/all units from the City's premises at its own cost to make the necessary corrections.

Any/all labor and materials which may be required to correct non-compliant aspects of all items must be provided by the Contractor in a prompt manner, at no cost to the City. The "promptness" of corrective actions will be established by the City based upon the quantity and scope of the corrections required.

3.15. INVOICES

Original invoices and Subcontractor Payment Certification forms must be forwarded by the Contractor to the Graphics and Reproduction Center or other City Department to apply against the Contract. Invoices and Subcontractor Payment Certification forms must be submitted in accordance with the mutually agreed upon time period with the Graphics and Reproduction Center or other City Departments.

All invoices and Subcontractor Payment Certification forms must be signed, dated and reference the City's purchase order release number and City Contract number. If a Contractor has more than one (1) Contract with the City, separate invoices and Subcontractor Payment Certification forms must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, Photographic Supplies, unit of measure and commodity codes must correspond to the items quoted on the Proposal Page.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment by Contract modification. Freight, handling and shipping costs are not to be invoiced; Contract terms specify deliveries F.O.B, City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

3.16. ELECTRONIC ORDERING AND INVOICES

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

3.17. PAYMENT

The City will process payment within sixty (60) calendar days after receipt of invoices and Subcontractor Payment Certification forms completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Photographic Supplies provided under this Contract.

The City will not be obligated to pay for any Photographic Supplies that was not ordered with a purchase order release or that are non-compliant with the terms and conditions of these specifications. Any Photographic Supplies which fail tests and/or inspections are subject to replacement at the cost of the Contractor.

3.18. UNSPECIFIED PHOTOGRAPHIC SUPPLIES

Any Photographic Supplies not specifically listed herein may be added to this Contract in the form of a written modification signed by the Contractor and the City if they fall within the same specific category of supply Photographic Supplies. The aggregate value of the City's purchase for Photographic Supplies added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The User Department will notify the Contractor in writing of the items which are necessary and request a written price proposal for the addition of the Photographic Supplies to this Contract by modification, then forward the documents to the Chief Procurement Officer. Such Photographic Supplies may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said Photographic Supplies from other suppliers and to procure such Photographic Supplies in a manner which serves the best interest of the City.

Any such Photographic Supplies delivered by the Contractor, without a properly executed Contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any Photographic Supplies delivered prior to the Contractor's receipt of the fully signed modification.

3.19. PRICE ADJUSTMENT (PPI)

Photographic Supplies quoted prices will remain fixed throughout the first twelve (12) calendar months of the Contract term. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract, annual price adjustments of the Contract pricing may be made if warranted based on changes in the Producer Price Index. The bid price(s) will be adjusted (increased/decreased) in accordance with the following formula:

$$\begin{aligned} \text{New Contract Price} = & \\ & \text{Original Bid Price} \\ & + \\ & (\text{Original Bid Price} \\ & \times \\ & ((\text{Comparison Index Value} - \\ & \text{Based Index Value}) \\ & \div \\ & \text{Base Index Value})) \end{aligned}$$

The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the adjustment is requested. For purposes of the formula above, "PPI" means for (i) for all paper products listed on the Proposal Pages, the Producer Price Index for, "Clay Coated Printing and Converting Paper", Series ID:WPU09130118 and (ii) for all other products listed on the Proposal Pages, the Producer Price Index for "Photographic Supplies", Series ID:WPU1542, in either case, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov/PDQ/outside.jsp?survey=wp> although this site's url is subject to change. (Select commodity data, then select Group "Pulp Paper and Allied Products" and Item (s) "Clay Coated Printing and Converting Paper" and Group "Miscellaneous Products" and item "Photographic Supplies", and get data.) All price adjustments will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. Adjusted prices may be higher or lower than the original Contracting pricing, as dictated by the applicable PPI values. "**Comparison Index Value**" means the average PPI value for the immediately preceding twelve (12) months of the Contract period. "**Based Index Value**" means, for the first allowable price increase, the PPI value at the time of Contract award, for the second allowable price increase, the PPI value at the one (1) year anniversary date of Contract award, and so on.

If Producer Price Index data are not available for any month of the Contract term, the City will substitute for it with a comparable index published by a government agency or, if no such index is available, then a comparable index by a university or a recognized trade publication.

If due to changes in the PPI, the bid prices are to be adjusted upwards, the City must receive written request for a price increase from the Contractor no later than thirty (30) calendar days after the expiration of the applicable twelve (12) month period. If Contractor does not request a price increase within such thirty (30) calendar day period, Contractor will not be entitled to a price increase for the upcoming year. A properly executed Contract modification must be signed by the Contractor and executed by the City to reflect the price increase and the effective date for the increase. Original bid price(s) are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

If due to changes in the PPI, the bid price(s) are to be adjusted downwards, the City may calculate the price adjustment and notify the Contractor in writing of the price decrease and the effective date for the decrease.

3.20. ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance of any delivery will not be considered as a waiver of any provision of these Specifications and will not relieve the Contractor of its obligation to supply satisfactory Photographic Supplies which conform to the Specifications, as shown by any test or inspections for which provisions are herein otherwise made. No change, amendment or modification of this Contract, or any part hereof, is valid unless stipulated in writing and signed by the parties hereto, or their respective agents / representatives.

Failure of the Contractor to familiarize itself with all requirements of the Contract Documents will not relieve it from complying with all of the provisions thereof.

3.21. DEEMED INCLUSION

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

3.22. 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 Contract, then the City will notify the Contractor of that occurrence and this contract 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 contract are exhausted. No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.23. TERMINATION

The City may terminate this contract or all or any portion of the contract, at any time by a notice in writing from the City to the Contractor. The City will give notice to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the contract in full, all services to be provided under it must cease and all materials that may have been accumulated in performing this contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its subcontractors to winding down any 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 the Payment clause and as outlined in the Proposal page, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed services. The payment so made to the Contractor is in full settlement for all services satisfactorily performed under this contract. If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision in the General Conditions.

If the City's election to terminate this contract for default pursuant to the Default provision in the General Conditions 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 Termination provision.

4. CONTRACTOR'S INSURANCE

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

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 work under this Contract and Employers Liability coverage with limits of not less than \$100,000 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.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the 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.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The City may require additional insured's depending on the delivery location. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract 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. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for sixty (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.

The 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 Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract 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.

The 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 Contract.

If Contractor or subcontractor desires 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2011

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

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

PRODUCER Willis of New York, Inc. One World Financial Centre 200 Liberty Street New York NY 10281	CONTACT NAME: PHONE: (A/C No. Ext): 877-945-7378 E-MAIL: ADDRESS: certificates@willis.com	FAX: (A/C, No): 888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED Presstek, Inc. 55 Executive Drive Hudson NH 03051	INSURER A: Liberty Mutual Insurance Co	NAIC # 23043
	INSURER B: Navigators Insurance Company	42307
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1657912575

REVISION NUMBER: 15445232

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	TB7Z11260193031	1/1/2011	1/1/2012	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/POP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	ASJZ11260193011	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Comp/CoII Ded:	\$1,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	NY11UMR702638IV	1/1/2011	1/1/2012	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCJZ11260193021	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

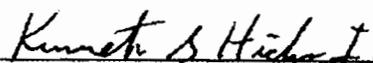
30 Days Notice of Cancellation / 10 Days Non-Payment of Premium

RE: Specification No: 73845 / RFQ No: 3460

The City of Chicago is included as an Additional Insured as respects operations and activities of, or on behalf of the Named Insured, performed under contract with or permit from the City See Attached...

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice Canc/10 Days Non-Pay

City of Chicago Department of Procurement Services 121 N. LaSalle Street, #403 Chicago IL 60602	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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Presstek, Inc. 55 Executive Drive Hudson NH 03051	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

of Chicago. A Waiver of Subrogation in favor of the City of Chicago, its employees, elected officials, agents, or representatives, applies. Contractual Liability is included as respects the General Liability.

5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

5.1. 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 will have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, national origin or sex, and will take affirmative action to ensure that women and minority businesses will 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 twenty-five percent (25%) of the annual dollar value of all non-construction contracts to certified MBEs and five percent (5%) of the annual dollar value of all non-construction contracts to certified WBEs.

- B. 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:

<u>Year Advertised</u>	<u>MBE Percentage</u>	<u>WBE Percentage</u>
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	25%	5%

- C. This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), 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 will 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 a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.
- D. 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 will 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 by it to involve MBEs and WBEs directly in the performance of this Contract.
- E. The Contractor also may 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.

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

NOTICE: The City 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. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s).

A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, 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/WBE ownership percentage.

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

5.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.
- 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. In this regard, 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 broker's 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. The participation of MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of MBE or WBE credit.
- D. Credit for the participation of MBEs/WBEs as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

5.4. REGULATIONS GOVERNING REDUCTIONS TO 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 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/proposer's 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 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, transmittal of facsimile documents, 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 portions 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 subcontractors' 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 City's 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 to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations 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.

5.5. PROCEDURE TO DETERMINE BID COMPLIANCE

The following Schedules and described documents constitute the bidder's 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 (or Schedule B/Joint Venture Subcontractor) 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) calendar 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 firm's 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 firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of a 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 and a Schedule B. In order to demonstrate the MBE/WBE partner'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) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of

management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partners authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Required Schedules Regarding DBE/MBE/WBE Utilization.

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 5.4. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by 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 bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section 5.5A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules 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.

All commitments for joint venture agreements must be delineated in the Schedule B.

5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Contractor will, not later than thirty (30) calendar 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 will be made available to the Chief Procurement Officer upon request.
- B. In the case of one (1) time procurements of supplies with either single or multiple deliveries to be performed in less than one (1) year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments will 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 contractors final invoice. **(NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.")** Final payments may be held until the Utilization Reports have been received.
- C. During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be in no case 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) calendar 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, Division of Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator will 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.

5.7. 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 a MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include 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 5, "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 entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals."

5.8. 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:

- A. Failure to satisfy the MBE/WBE percentages required by the contract; and
- B. The contractor or subcontractor is disqualified as a MBE or WBE, 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.

5.9. ARBITRATION

- A. In the event 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 attorney's 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 a MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral 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, within ten (10) calendar 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 attorney's 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) calendar 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) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

5.10. RECORD KEEPING

The Contractor must maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three (3) years after final acceptance of the Contract. Full access to these records must 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.

5.11. 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, IL 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:

Office of Compliance
Attn: Supplier Diversity Program
333 S. State Street Suite 540
Chicago, Illinois 60604
Telephone: (312) 747-7778
Email: integrity@cityofchicago.org

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

Office of Compliance

Attn: Supplier Diversity Program

333 S. State Street Suite 540

Chicago, Illinois 60604

Telephone: (312) 747-7778

Email: integrity@cityofchicago.org

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

(312) 755-8880

6. ATTACHMENT A - ASSIST AGENCY

African American Contractors Association
2910 S. Wentworth, Suite 1F
Chicago, IL 60616
Phone #: (312) 915-5960
Fax #: (312) 567-9919
Web: None
Attn: Omar Shareef, President

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
Email: ctakada@asianamericanalliance.com
Attn: Christine Takada, Executive Director

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone #: (312) 563-0746
Fax #: (312) 666-1785
Web: None
Attn: Perry Nakachi, President

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

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
Attn: Tracye Smith, Executive Director

Chicago Area Gay & Lesbian Chamber of Commerce
1210 W. Rosedale
Chicago, IL 60660
Phone: (773) 303-0167

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
Email: jarchie@cul-chicago.org
Attn: Joan Archie, Director, Employment, Counseling & Training

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

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone #: (312) 360-1122
Fax #: (312) 360-0239
Web: www.fwcchicago.com
Attn: Beth Doria, Executive Director
Attn: Sandra Gidley, Administrator
Attn: Debbie Smith, Administrator

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
Email: csantoy@haciaworks.org
Attn: Cesar A. Santoy, Executive Director

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

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130

Fax: (773) 303-0168
Web: www.glchamber.org

Phone: (708) 366-1250
Fax: (708) 366-5418

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301 x 237
Fax: (312) 432 0077
Web: www.uno-onlinw.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.ihccbbusiness.net
Attn: Juan Ochoa, President & CEO

Triton College
Small Business Development Center
2000 Fifth Avenue
Room D-104
River Grove, IL 60171
Phone #: (708) 456-0300 Ext. 3593
Fax #: (708) 583-3118
Web: www.triton.edu
Email: gbarnes@triton.edu
Attn: Geoffrey Barnes, Coordinator

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
Email: info@nawbochicago.com
Attn: Diane Middlebrooks, President

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone #: (773) 561-3500
Fax #: (773) 561-3507
Web: www.hullhouse.org/
Attn: Curt Roeschley, Director
Small Business Development

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
Attn: Angela Johnson, Deputy Director Trade Bureau

Women's Business Development Center
8 South Michigan Avenue
Suite 400
Chicago, IL 60603
Phone #: (312) 853-3477
Fax #: (312) 853-0145
Web: www.wbdc.org
Attn: Hedy Ratner, Co-President
Carol Dougal, Co-President

Suburban Black Contractors
848 Dodge Avenue
Suite 347
Evanston, IL 60202
Phone #: (847) 359-5356
Fax #: (847) 359-5367
Web: None
Attn: Larry Bullock, President

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

Chicago Women in Trades (CWIT)
1455 S. Michigan Avenue, 210
Chicago, IL 60605
Phone: (312) 942-1444 ext. 127
Fax: (312) 942-0802

Coalition for United Community Labor Force (CUCLF)
2100 S. Indiana Ave., # 218
Chicago, IL 60616
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 60653
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
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
Revised 12-16-08

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

7. ATTACHMENT B

On Bidder/proposer's Letterhead

RETURN RECEIPT REQUESTED

(Date)

(Assist Agency Name and Address)

Re: **Specification No.:** 73845
Project Description: Photographic Supplies

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 business 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 ten (10) 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,

8. 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 on 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/WBEs 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: _____

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

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

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

F. 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 ventures 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

Note: 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.

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 ventures 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 _____, 2010, 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.

Notary Public Signature: _____

(Seal)

Commission Expires: _____

9. SCHEDULE C-1

Project Description: Photographic Supplies
Specification Number: 73845

From: NELSON TRANSPORT SVC, INC
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: PRESSTEK, INC and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 08-25-2010 to 07-01-2011 for a period of five (5) 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:

DELIVERY OF SUPPLIES TO THE
CITY OF CHICAGO

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

\$ 3959.00 DUR 1% %
NET 45 DAYS UPON RECEIPT OF INVOICE

If more space is needed to fully describe the MBE/WBE firms 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.

Freddie Nelson
(Signature of Owner, President or Authorized Agent of MBE/WBE)

FREDDIE NELSON - PRESIDENT
Name / Title (Print)

708-474-9095
Phone Number

FNELSON@NELSONTRANSPORT.COM
Email Address

02-23-2011
Date



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 25, 2010

Freddie Nelson
Nelson Transport Services, Inc.
10953 South Green Street
Chicago, IL 60643

Certification Expires: 7/1/2011

Dear Freddie Nelson:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until **7/1/2011**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **5/2/2011**. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you 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 also note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- ♦ file your request for recertification 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.

Nelson Transport Services, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**96224 Courier/Delivery Services (Including Air Courier Services)
96286 Transportation of Goods (Freight)**

10. SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Project Description: Photographic Supplies
Specification Number: 73845

State of Illinois
County (City) of Cook

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:
Presstek inc.
Name of Bidder

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. Direct Participation of MBE/WBE Firms

(Note: The bidder shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder as a MBE satisfies the MBE goal only. Certification of the bidder as a WBE satisfies the WBE goal only.)
- B. If bidder 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.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: Nelson Transport Svc, Inc

Address: 17950 Chappel Ave, Lansing IL

Contact Person: Freddie Nelson 60438

Phone: 708-474-9095

Dollar Amount Participation: \$ 3,950

Percent Amount of Participation: 390 %

Schedule C-1 attached? Yes No

*(see next page)

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within ten (10) business days after bid opening (or proposal due date.)

II. Indirect Participation of MBE/WBE Firms

(Note: This section does need not to be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

B. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

C. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

D. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

E. Attach additional sheets as needed.

- * All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within ten (10) business days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
<u>Nelson Transport</u>	<u>\$ 3,909</u>	<u>\$</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B. WBE Proposal

WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect 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: Stuart Gallup
Phone Number: 847-759-2437

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: *Stuart Gallup* Date: 2/21/11

State of IL

County of Cook

This instrument was acknowledged before me on 2/21/11 (date)

by Stuart A Gallup (name /s of person/s)

as Director Sales Operations (type of authority, e.g., officer, trustee, etc.)

of Presstek, Inc. (name of party on behalf of whom instrument executed)

Notary Public Signature: *Donna Alesch-Woodin*

Commission Expires: 8/14/13

(Seal)



November 5, 2010

City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, IL 60602

Re: MBE/WBE commitment goals for RFQ # 3460

To Whom It May Concern:

Presstek is requesting a waiver of the MBE/WBE commitment goals for RFQ # 3460 Specifications # 73845. This contract is for end user supplies which are manufactured by Presstek. The only opportunity for another company to participate is via the delivery of the supplies. Attached are the letters Presstek has sent to various assisting agencies to request information and we have received no viable responses for handling the delivery of these supplies.

Sincerely,



Stuart A. Gallup
Director Sales Operations

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:28 PM
Page : 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

ASSOCIATION OF ASIAN
CONSTRUCTION ENTERPRISES
ATTN: PERRY NAKACHI
333 N. OGDEN AVE
CHICAGO, IL 60607

312-666-1785

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis: Local Shipping from Des Plaines to Chicago.

Our efforts to identify potential subcontracts 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:

Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

within (10) ten business 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 (10) ten business working days of your receipt of this letter to:

201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5048	3126661785	11-3: 4:27 PM	19 Secs	2/2	Super G3		Completed

November 3, 2010

DELIVERED VIA FAX

ASSOCIATION OF ASIAN
CONSTRUCTION ENTERPRISES
ATTN: PERRY NAKACHI
333 N. OGDEN AVE
CHICAGO, IL 60607

312-666-1785

Re: Specification No: 73845
Project Description: Photographic Supplies

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Al Wagner
Presstek, Inc.
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P-847-375-6602

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

If you wish to discuss this matter, please contact Stu Gallup at 847-759-2437.

Sincerely,

A handwritten signature in black ink that reads "Donna Woodin". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke at the end.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:29 PM
Page : 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

CHICAGO MINORITY BUSINESS
DEVELOPMENT COUNCIL, INC.
ATTN: TRACYE SMITH
1 EAST WACKER DRIVE, STE 1200
CHICAGO, IL 60601

312-755-8890

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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AJ Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

within (10) ten business 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 (10) ten business working days of your receipt of this letter to:

201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5050	3127558890	11-3; 4:28 PM	22 Secs	2/2	Super G3		Completed

November 3, 2010

DELIVERED VIA FAX

CHICAGO MINORITY BUSINESS
DEVELOPMENT COUNCIL, INC.
ATTN: TRACYE SMITH
1 EAST WACKER DRVIE, STE 1200
CHICAGO, IL 60601

312-755-8890

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

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

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

If you wish to discuss this matter, please contact Stu Gallup at 847-759-2437.

Sincerely,

A handwritten signature in cursive script that reads "Donna Woodin". The signature is written in black ink and is positioned above the printed name and title.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:31 PM
Page : 1(Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

CHICAGO AREA GAY & LESBIAN
CHAMBER OF COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660

773-303-0168

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
Presstek, Inc.
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P-847-375-6602

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5051 Fax		11-3; 4:30 PM	39 Secs	2/2	G3		Completed

November 3, 2010

DELIVERED VIA FAX

CHICAGO AREA GAY & LESBIAN
CHAMBER OF COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660

773-303-0168

Re: Specification No: 73845
Project Description: Photographic Supplies

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

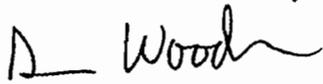
within (10) ten business days of receipt of this letter.

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Department of Procurement Services
City of Chicago
121 North La Salle Street Room 403
Chicago, IL 60602

If you wish to discuss this matter, please contact Stu Gallup at 847-759-2437.

Sincerely,

A handwritten signature in cursive script that reads "Donna Woodin". The signature is written in black ink and is positioned above the printed name and title.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:39 PM
Page : 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

COSMOPOLITAN CHAMBER OF
COMMERCE
ATTN: GLORIA BELL
203 N. WABASH, STE 518
CHICAGO, IL 60601

312-332-2688

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

within (10) ten business 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 (10) ten business working days of your receipt of this letter to:

201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5053	13123222688	11- 3; 4:38 PM	33 Secs	2/2	ECM		Completed

November 3, 2010

DELIVERED VIA FAX

COSMOPOLITAN CHAMBER OF
COMMERCE
ATTN: GLORIA BELL
203 N. WABASH, STE 518
CHICAGO, IL 60601

312-332-2688

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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Al Wagner
Presstek, Inc.
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P-847-375-6602

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

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

If you wish to discuss this matter, please contact Stu Gallup at 847-759-2437.

Sincerely,

A handwritten signature in black ink that reads "Donna Woodin". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:40 PM
Page : 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

CHICAGO URBAN LEAGUE
ATTN: JOAN ARCHIE
226 S. STATE STR, 11TH FL.
CHICAGO, IL 60604

773-285-7772

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

within (10) ten business 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 (10) ten business working days of your receipt of this letter to:

201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5052 12		11-3; 4:31 PM	5:28	/2	Super G3		Auto Send
2	5052 12		4:39 PM	23 Secs	2/2	Super G3 Resend		Completed



November 3, 2010

DELIVERED VIA FAX

CHICAGO URBAN LEAGUE
ATTN: JOAN ARCHIE
220 S. STATE STR, 11TH FL
CHICAGO, IL 60604

773-285-7772

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

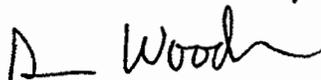
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Department of Procurement Services
City of Chicago
121 North La Salle Street Room 403
Chicago, IL 60602

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Sincerely,

A handwritten signature in black ink that reads "Donna Woodin". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke extending to the left.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
 Local Name
 Company Logo

Date & Time : 11/03/2010 4:41 PM
 Page : 1(Last Page)

The job has been sent.
 Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

FEDERATION OF WOMEN
 CONTRACTORS
 ATTN: BETH DORIA
 5650 S. ARCHER AVE
 CHICAGO, IL 60638

312-360-0239

Re: Specification No: 73845
 Project Description: Photographic Supplies

To Whom It May Concern:

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Al Wagner
 Presstek, Inc.
 201 West Oakton, Des Plaines, IL
 P-847-375-6602

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201 West Oakton Street, Des Plaines, IL 60018 USA
 www.presstek.com

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)))))

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5054	13123600239	11-3; 4:40 PM	38 Secs	2/2	G3		Completed



November 3, 2010

DELIVERED VIA FAX

FEDERATION OF WOMEN
CONTRACTORS
ATTN: BETH DORIA
5650 S. ARCHER AVE
CHICAGO, IL 60638

312-360-0239

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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Presstek, Inc.
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City of Chicago
121 North La Salle Street Room 403
Chicago, IL 60602

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Sincerely,

A handwritten signature in cursive script that reads "Donna Woodin". The signature is written in black ink and is positioned above the printed name.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time: 11/03/2010 4:42 PM
Page: 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

HACIA
ATTN: CESAR SANTOY
901 WEST JACKSON BLVD, STE 205
CHICAGO, IL 60607

312-666-5692

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5055	13126665692	11-3; 4:41 PM	19 Secs	2/2	Super G3		Completed



November 3, 2010

DELIVERED VIA FAX

HACIA
ATTN: CESAR SANTOY
901 WEST JACKSON BLVD, STE 205
CHICAGO, IL 60607

312-666-5692

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis: Local Shipping from Des Plaines to Chicago.

Our efforts to identify potential subcontracts 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:

Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

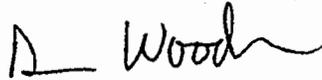
within (10) ten business days of receipt of this letter.

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 (10) ten business working days of your receipt of this letter to:

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

If you wish to discuss this matter, please contact Stu Gallup at 847-759-2437.

Sincerely,

A handwritten signature in black ink that reads "Donna Woodin". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke at the end.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:50 PM
Page : 1(Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

WCOE
CHICAGO CAUCUS
308 CIRCLE AVE
FOREST PARK, IL 60130

708-366-5418

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

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

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5057	17083665418	11- 3; 4:49 PM	32 Secs	2/2	ECM		Completed



November 3, 2010

DELIVERED VIA FAX

WCOE
CHICAGO CAUCUS
308 CIRCLE AVE
FOREST PARK, IL 60130

708-366-5418

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

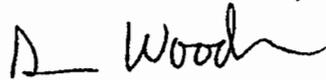
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Chicago, IL 60602

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Sincerely,

A handwritten signature in cursive script that reads "Donna Woodin". The signature is written in black ink and is positioned above the typed name.

Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:51 PM
Page : 1(Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

UNO
954 W WASHINGTON BLVD., 3RD FL
CHICAGO, IL 60607

312-432-0077

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
Presstek, Inc.
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P-847-375-6602

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5058 312 4320077		11- 3; 4:50 PM	19 Secs	2/2	Super G3		Completed



November 3, 2010

DELIVERED VIA FAX

UNO
954 W WASHINGTON BLVD., 3RD FL
CHICAGO, IL 60607

312-432-0077

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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Al Wagner
Presstek, Inc.
201 West Oakton, Des Plaines, IL
P-847-375-6602

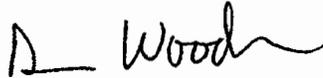
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City of Chicago
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Chicago, IL 60602

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Sincerely,

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Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 4:53 PM
Page : 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

UPTOWN CENTER HULL HOUSE
ATTN: CURT ROESCHLEY
4520 N. BEACON ST
CHICAGO, IL 60640

773-561-3507

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
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P-847-375-6602

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5060	7735613507	11- 3; 4:52 PM	32 Secs	2/2	ECM		Completed



November 3, 2010

DELIVERED VIA FAX

UPTOWN CENTER HULL HOUSE
ATTN: CURT ROESCHLEY
4520 N. BEACON ST
CHICAGO, IL 60640

773-561-3507

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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Al Wagner
Presstek, Inc.
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P-847-375-6602

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Department of Procurement Services
City of Chicago
121 North La Salle Street Room 403
Chicago, IL 60602

If you wish to discuss this matter, please contact Stu Gallup at 847-759-2437.

Sincerely,

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Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time: 11/03/2010 4:54 PM
Page: 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

WOMEN'S BUSINESS DEVELOPMENT
CTR
ATTN: HEDY RATNER
8 SOUTH MICHIGAN AVE, STE 400
CHICAGO, IL 60603

312-853-0145

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
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P-847-375-6602

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5061	3128530014	11- 3; 4:54 PM	18 Secs	2/2	Super G3		Completed



November 3, 2010

DELIVERED VIA FAX

WOMEN'S BUSINESS DEVELOPMENT
CTR
ATTN: HEDY RATNER
8 SOUTH MICHIGAN AVE, STE 400
CHICAGO, IL 60603

312-853-0145

Re: Specification No: 73845
Project Description: Photographic Supplies

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Al Wagner
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P-847-375-6602

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Chicago, IL 60602

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Sincerely,

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Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 5:12 PM
Page : 1(Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

ALLIANCE OF MINORITY AND FEMALE
CONTRACTORS CIO FEDERATION OF WOMEN
CONTRACTORS
5630 S. ARCHER AVE.
CHICAGO, IL 60631

312-360-0239

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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Al Wagner
Presstek, Inc.
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P-847-375-6602

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5068	13123600239	11- 3; 5:11 PM	37 Secs	2/2	G3		Completed



November 3, 2010

DELIVERED VIA FAX

ALLIANCE OF MINORITY AND FEMALE
CONTRACTORS C/O FEDERATION OF WOMEN
CONTRACTORS
5650 S. ARCHER AVE.
CHICAGO, IL 60638

312-360-0239

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

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201 West Oakton, Des Plaines, IL
P-847-375-6602

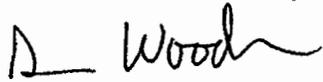
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Sincerely,

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Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 5:13 PM
Page : 1(Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

CUCLF
2100 S. INDIANA AVE., #218
CHICAGO, IL 60615

312-225-6742

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5069	3122256298	11-3; 5:12 PM	30 Secs	2/2	ECM		Completed



November 3, 2010

DELIVERED VIA FAX

CUCLF
2100 S. INDIANA AVE., #218
CHICAGO, IL 60615

312-225-6742

Re: Specification No: 73845
Project Description: Photographic Supplies

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City of Chicago
121 North La Salle Street Room 403
Chicago, IL 60602

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Donna Woodin
Bids Administrator

Xerox WorkCentre 7435

Transmission Report

G3-ID
Local Name
Company Logo

Date & Time : 11/03/2010 5:15 PM
Page : 1(Last Page)

The job has been sent.
Original Size: 8.5 x 11"



November 3, 2010

DELIVERED VIA FAX

RGMA
211 W WCKER DR, STE 1050
CHICAGO, IL 60606

312-419-1918

Re: Specification No: 73845
Project Description: Photographic Supplies

To Whom It May Concern:

Presstek, Inc. intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due November 9, 2010 advertised specification with the City of Chicago.

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201 West Oakton Street, Des Plaines, IL 60018 USA
www.presstek.com

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5071	3124191918	11- 3; 5:15 PM	21 Secs	2/2	Super G3		Completed



November 3, 2010

DELIVERED VIA FAX

RGMA
211 W WCKER DR, STE 1050
CHICAGO, IL 60606

312-419-1918

Re: Specification No: 73845
Project Description: Photographic Supplies

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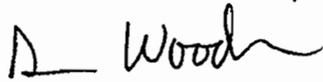
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Donna Woodin
Bids Administrator

12. DETAILED SPECIFICATIONS

12.1. SCOPE

The Contractor must furnish and deliver Photographic Supplies as specified, proposed and accepted F.O.B., City of Chicago, Graphics and Reproduction Center or other City Departments at various locations, in accordance with all the terms and conditions of this specification.

12.2. INTENT

Photography items are used to provide photographic imagery to support the graphics and communication needs of City of Chicago Departments such as the Mayor's Press Office, Special Events, Department of Tourism and Cultural Affairs.

12.3. TRADE NAMES

Reference to a specific manufacturer, trade name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the proposal exactly what it proposes to furnish, or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid. The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

12.4. AUTHORIZED DEALER / DISTRIBUTOR

The Contractor must be the manufacturer or an authorized dealer or distributor of the proposed Photographic Supplies manufacturer. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.

12.5. PHOTOGRAPHIC PAPER DETAILS

All Photographic Paper supplied must be of the size, finish, and grade specified on the proposal pages. The paper must be in accordance with the reasonable industry practice, uniform in texture, finish and caliper, free of lint, dust, dirt, wrinkles, folds, and scuff marks. Paper must be cut squarely on all sides, must lie flat, and be free of knife marks and ragged edges.

12.6. PACKAGING

All Photographic paper must be securely wrapped in moisture resistant material. Carton containers must meet ICC standards for carton quality, with no loose sealing or strapping, and must be free from bulges and distortion.

12.7. INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any Photographic Supplies listed in the Proposal, within ten (10) days after receipt of a City departments order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Failure of the Contractor to meet the above stated delivery requirements will be an event of default under this Contract, and may further affect the Contractor's eligibility for future Contract awards.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

12.8. RETURNS AND RESTOCKING FEES

The Contractor will be responsible for any incorrect shipments or damaged shipments. The Contractor must make arrangements within forty-eight hours of notification with their common carrier or company personnel to pick up unacceptable materials and/or supplies. The correct order request must be completed at no additional charge to the City within three (3) business days of the notification. The City of Chicago will not be subject to restocking fees.

The Chief Procurement Officer reserves the right to charge the Contractor a rental rate at the rate of one dollar (\$1.00) per square foot per week for all space occupied by the defective materials which have not been removed from the City's premises within five (5) business days after receipt of notification of rejection.

12.9. GUARANTEE / WARRANTY

The Contractor must furnish a guarantee for the Photographic Supplies provided under this contract in accordance with the standard guarantee regularly supplied.

At a minimum, the Contractor hereby guarantees for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day the unit is placed in service by the City. If a longer guarantee can be furnished, at no additional cost to the City, the longer period will prevail.

12.10. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

13. FMPS PROPOSAL PAGES



February 23, 2011

City of Chicago

Project Description: Photographic Supplies
Specification Number: 73845

To Whom It May Concern:

Presstek agrees to hold the remitted pricing for 60 days.

Sincerely,

A handwritten signature in black ink, appearing to read "S. A. Gallup", is written over a horizontal line.

Stuart A. Gallup
Director Sales Operations

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

Original (DPS)
Reprint

PRELIMINARY

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
	38	24278	73845	236346	70			1

BUYER:

91803 TOYLA RICE

ORDERED FROM:

PRESSTEK
7400 CALDWELL AVENUE
NILES, IL 607143806

PO DESCRIPTION: PHOTOGRAPHIC SUPPLIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
77	8323250050	TAPE, PACKAGING - 3/4 X 72 YDS/ROLL NO. 600 BULK SCOTCH FILM TAPE/CLEAR, 26 ROLLS/BX	Box	4.82
78	7005784127	MISCELLANEOUS OFFSET ITEMS - 2 IN 1 DEVELOPER, 2.5 GAL. CAN	Can	100.00
79	7005784318	MISCELLANEOUS OFFSET ITEMS - PLATE CLEANER, AB DICK CLEAN PRINT NO 200-9050-1A	Pint	13.50
80	7005784311	MISCELLANEOUS OFFSET ITEMS - PADS, COTTON, A B DICK NO. 4-4931, 20/CS	Case	78.00
81	7005784139	MISCELLANEOUS OFFSET ITEMS - GLAZE REMOVER, A B DICK DG-54 NO. 83-0-105797	Gallon	30.00
82	7005784079	MISCELLANEOUS OFFSET ITEMS - CLOTH, SHOP, DISPOSABLE, 13 IN. X 13 IN., A B DICK NO. 4-4940	Case	50.00
83	7005784080	MISCELLANEOUS OFFSET ITEMS - CLOTH, SHOP, DISPOSABLE ON A ROLL, A B DICK NO. 83-2-107528	Case	64.34
84	7005784137	MISCELLANEOUS OFFSET ITEMS - FINISHER/PRESERVER/CLEANER, A B DICK NO. 83-6-104323	Quart	9.75
85	7005784025	MISCELLANEOUS OFFSET ITEMS - ANTI-SKIN INK SPRAY, AB DICK NO. 4-1265	Can	5.95
86	7005784018	MISCELLANEOUS OFFSET ITEMS - ALCOHOL, ISOPROPYL, A B DICK, 5 GAL/CAN, NO. 4-1175-5	Can	50.00
87	7005784126	MISCELLANEOUS OFFSET ITEMS - DESENSITIZER, OFFSET PRESS INK ROLLER, A B DICK NO. 4-4970	Pint	13.45
88	7005784160	MISCELLANEOUS OFFSET ITEMS - GUM FINISHER, A.G.E.	Gallon	29.00
89	7005784134	MISCELLANEOUS OFFSET ITEMS - FOUNTAIN SOLUTION, ALLIED FOUR STAR	Gallon	25.00
90	7005784339	MISCELLANEOUS OFFSET ITEMS - POWER STEP 1 & 2, ALLIED SYSTEMS KLEENER, 1 QT/BOTTLE	Bottle	49.00
91	7005784052	MISCELLANEOUS OFFSET ITEMS - BLANKET/ROLLER WASH, HURST 451 E-SERIES, 5 GAL/CAN	Can	160.00
92	7005784375	MISCELLANEOUS OFFSET ITEMS - SCRUBS IN-A-BUCKET, ITW DYMON	Bucket	12.00
93	7005784350	MISCELLANEOUS OFFSET ITEMS - QUIK-DI PLATE, PRESTIK, 339 X 19.5, 4 ROLLS/BX	Box	1,100.00
94	7005784486	MISCELLANEOUS OFFSET ITEMS - TOWEL W/CYLINDER, PRESTIK WASH-UP FOR QM DI 46 RL, 24 ROLLS/BX	Box	300.00
95	7005784969	MISCELLANEOUS OFFSET ITEMS - FOUNTAIN ADDITIVE, PRINT WORKS APA	Gallon	28.00
96	7005784971	MISCELLANEOUS OFFSET ITEMS - FOUNTAIN CONCENTRATE, PRINT WORKS FC1000	Gallon	33.00
97	7005784161	MISCELLANEOUS OFFSET ITEMS - GUM, RBP PETRO	Gallon	29.00
98	7005784155	MISCELLANEOUS OFFSET ITEMS - GREASE, SPP OSSAGOL FLUID, 2.5 GAL. TUBE	Tube	8.95
99	7005784162	MISCELLANEOUS OFFSET ITEMS - GUM ARABIC SOLUTION, VARN 100% PURE	Gallon	29.00
100	7005784414	MISCELLANEOUS OFFSET ITEMS - SPRAY POWDER, VARN C-270, 11 LBS/BOX	Box	29.95
101	7005784055	MISCELLANEOUS OFFSET ITEMS - BLANKET/ROLLER COLOR WASH STEP 1, VARN, 5 GAL/CAN	Can	98.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

Original (DPS)
Reprint

PRELIMINARY

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
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BUYER:

91803 TOYLA RICE

ORDERED FROM:

PRESSTEK
7400 CALDWELL AVENUE
NILES, IL 607143806

PO DESCRIPTION: PHOTOGRAPHIC SUPPLIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
102	7005784056	MISCELLANEOUS OFFSET ITEMS - BLANKET/ROLLER COLOR WASH STEP 2, VARN, 5 GAL/CAN	Can	93.00
103	7005784411	MISCELLANEOUS OFFSET ITEMS - SPRAY POWDER, VARN R-20, 11 LBS/BOX	Box	30.00
104	7005784116	MISCELLANEOUS OFFSET ITEMS - COVER CLEANER, VARN SAV-ROL CLOTH DAMPERER	Gallon	24.00
105	7005784319	MISCELLANEOUS OFFSET ITEMS - PLATE CLEANER, VARN TRUE BLUE	Quart	19.00
106	7005784490	MISCELLANEOUS OFFSET ITEMS - TYPE WASH, VARN, 5 GAL/CAN	Can	94.35
107	7005784058	MISCELLANEOUS OFFSET ITEMS - BLANKET/ROLLER WASH, VARN V253, 5 GAL/CAN	Can	96.18
108	7005797013	PLATES, PRINTING - AZURA CHEMISTRY FREE PLATES 13 X 19-3/8 CP1 .006, 100/PK	Package	192.50
109	7005797015	PLATES, PRINTING - AZURA CHEMISTRY FREE PLATES 13-3/8 X 18-7/32 ST .006, 100/PK	Package	196.90
110	7005797021	PLATES, PRINTING - AZURA CHEMISTRY FREE PLATES 15-3/4 X 20-1/8 ST .006, 100/PK	Package	1,936.00
111	7005797023	PLATES, PRINTING - AZURA CHEMISTRY FREE PLATES 16 X 17-1/2 ST .006, 100/PK	Package	213.40
112	7005797026	PLATES, PRINTING - AZURA CHEMISTRY FREE PLATES 21-5/8 X 25-5/8 ST .008, 50/PK	Package	221.38
113	7005797011	PLATES, PRINTING - AZURA CHEMISTRY FREE PLATES 9-15/16 X 12-1/4 ST .008, 50/PK	Package	58.65
114	7005799012	PRINTING ACCESSORIES AND SUPPLIES - SAPHIRA CHEMFREE 101 GUM	Cube	94.68

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