

**PROFESSIONAL SERVICES AGREEMENT**  
for  
**DATA MANAGEMENT, & BILLING AND MAILING SERVICES**

**CONTRACT NO: 12-30-290**

**BETWEEN**



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

**AND**

**WorkflowOne, LLC.**  
**(Based on City of Chicago Contract No. 9822)**

**PROFESSIONAL SERVICES 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 WorkflowOne, LLC., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant," pursuant to authorization by the Chief Procurement Officer on the 13<sup>th</sup> day of July, 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 formal Request for Bid for Leasing of Printing and Mailing Services and the Consultant was identified as the lowest responsive and responsible bidder for the goods and services; and

**Whereas**, the City of Chicago entered into a contract on November 1, 2005 for the provision of goods and services by the Consultant for the City relative to Printing and Mailing Services ("the City of Chicago Contract"); and

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

**Whereas**, the Cook County Department of Revenue desires certain similar goods and services of the Consultant; and

**Whereas**, the Consultant agrees to provide to the County Data Management, and Billing and Mailing Services, incorporated as Exhibit 1, County Statement of Work; and

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

**Whereas**, the County and the Consultant 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 and the Consultant 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; 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 in Exhibit 4 shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**Whereas**, the City of Chicago Contract includes a contract end date of April 29, 2013; 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:

#### **List of Exhibits**

- |           |  |
|-----------|--|
| Exhibit 1 | County Statement of Work                     |
| Exhibit 2 | County Price Proposal                        |
| Exhibit 3 | City of Chicago Contract (Contract No. 9822) |
| Exhibit 4 | General Conditions                           |
| Exhibit 5 | Evidence of Insurance                        |

EXHIBIT 1

**County Statement of Work**



# *Solution Summary*

*Prepared For*

## *Cook County Department of Revenue Personal Use Tax Billing*

*118 N. Clark Street #1160  
Chicago, IL 60602*

April 27, 2012

# Solution Summary

This Solution Summary documents and ensures the mutual expectations of WorkflowOne LLC, with its principal place of business at 220 East Monument Avenue, Dayton, Ohio 45402 (“WorkflowOne”) and Cook County Department of Revenue, 118, with its principal place of business at 118 N. Clark Street #1160, Chicago, IL 60602 (“Customer”). An executed Agreement and Letter of Intent, with reference to this Solution Summary, will indicate the mutual understanding of the parties on the scope of work.

## Statement of Confidentiality

The enclosed information is submitted to the Customer for approval of WorkflowOne’s products and services. The information included in or accompanying this document, in its entirety, is considered both confidential and proprietary and may not be copied or disclosed to any third party without the prior written consent of WorkflowOne. This document is intended to create a work agreement between the Customer and WorkflowOne. In the event that this Solution Summary is not executed, the Customer agrees to return all copies of confidential and proprietary information provided by WorkflowOne.

## 1. CONTACT TABLE

Contact Name	Title	Address	Phone	Email	Authorized to make changes
Tim Scully	National Sales Director – Digital Solutions	5655 Anna Joe Court Cincinnati, OH 45233	(VM) 937-630-5923 (C) 513-325-8857	Timothy.scully@workflowone.com	Y
Rocco Sarli	Account Executive	One Pierce Place, Suite 270C Itasca, IL 60143	(O) 630-467-8344 (C) 630-660-4273 (F) 630-438-1472	Rocco.sarli@workflowone.com	Y
Joyce Steele	Operations/Procurement Manager	Cook County Department of Revenue 118 N Clark Street, #1160 Chicago, IL 606002	(O) 312-603-5721 (F) 312-603-5729	Joyce.steele@cookcountyl.gov	Y
Ammar Rizzki	Deputy Director	Cook County Department of Revenue 118 N Clark Street, #1160 Chicago, IL 606002	(O) 312-603-4401	ammarr.rizki@cookcountyl.gov	Y
Zahra Ali	Department Director	Cook County Department of Revenue 118 N Clark Street, #1160 Chicago, IL 606002	(O) 312-603-5498	zahra.ali@cookcountyl.gov	Y
Denise Houston	Technology Specialist	Cook County Department of Revenue 118 N Clark Street, #1160 Chicago, IL 606002	(O) 312-603-2702 (F) 312-603-5721	Denise.Houston@cookcountyl.gov	Y

## 2. APPLICATION(S) AND DESCRIPTION OF SERVICES

### Application 1: Personal Use Tax Bill

#### Overview

- mail file frequency – monthly (initial mail file)
- data file is pulled from Cook County
- data file is a text based file that we can receive a sample of for review
- format of the Use Tax Billing application is open for composition and best practices from WFO, to include the use of a OCR Scan Line and/or barcode for automated processing by payment processor, this scan line or barcode to include at a minimum the Vin#, Age of card and amount billed
- initial mail package would contain outgoing envelope, use tax bill and return envelope
- 60 day reminder mail package would contain outgoing envelope, reminder notice and return envelope

- Mail volume for initial mail package is estimated at 10,000 per month, monthly volume to be determined based upon file size from State of Illinois
- Mail volume for reminder mail package is estimated at 5,000 per month, monthly volume to be determined based upon file size from State of Illinois and the percentage of tax payers that pay upon receipt of initial bill
- WorkflowOne would be responsible for setting up a call center personnel that would be trained by Cook County to handle calls from recipients
- WorkflowOne to record calls at call center (WorkflowOne is exploring several options for recording the calls)
- WorkflowOne would be responsible for data mining from the payment detail from Cook County to create Reminder mail file
- WorkflowOne would need to NCOA and Address Hygiene the initial mail package file and updating all addresses based upon results of NCOA
- WorkflowOne required to set up Self Care Web Portal for Cook County to view Personal Property Use Tax Bills in case of taxpayer dispute or questions and to support WFO Customer Service Call Center questions
- WorkflowOne to develop business rules and processes around the self pay forms and closed accounts

**Step by Step Process**

Step 1 – WorkflowOne pulls file from SFTP site provided by Cook County the Initial Use Tax monthly mail file

Step 2 – WorkflowOne processes the file and creates the initial Use Tax Mail Package and drops into USPS

Step 3 – WorkflowOne receives a payment file from Cook County that provides Name, VIN #, Account #, etc to data mine against the Initial Mail File Database

- if payment received no further action from WFO is needed
- if payment received via Self Pay no further action from WFO is needed
- if payment NOT received WorkflowOne sends a Reminder Mail Package to individual
- if payment NOT received within 60 days WorkflowOne sends a Delinquent File to Cook County/Collection Agency for further debt collection steps

Step 4 – After payment is received Name, VIN #, etc. is sent to Cook County/Collection Agency it is moved to archive file

**Application 2: Cook County Personal Use Tax Bill / WorkflowOne Self Care Portal**

- WorkflowOne required to set up Self Care Web Portal for Personal Property Use Tax Bill Web Repository and to support WorkflowOne Customer Service Call Center questions
- WorkflowOne to develop business rules and processes around the self pay forms and closed accounts

**Application 3: Cook County Personal Use Tax Bill Self Pay Form Data Entry**

The quantities will be determined upon receipt of Cook County documents. Cook County will only be billed for actual quantities processed and services rendered. The project estimated monthly volume is approximately 500 to 1,000 Self-Pay Forms. The processing of the Self Pay Forms is as follows:

- Cook County to ship/mail to WorkflowOne monthly all Self Pay Forms
- WorkflowOne will open and sort mail
  - Return forms will be batched for scanning
  -
- Self Pay Forms will be scanned PDF images will be created, these PDF images can be loaded onto a CD for archival purposes for Cook County and WorkflowOne if required
- Self Pay Forms that are Electronic forms will be assigned a unique name containing the date
- Scanned PDF Images will be sent via CD and data will be sent via secure FTP to Cook County for records and will be used by WorkflowOne to bounce against the master data file
- Self Pay Forms and images will be stored for 60 to 90 then destroyed if Cook County elects to not have the Self Pay Forms returned

**3. SERVICE LEVEL AGREEMENT**

Application	Data Delivery Day	Data Delivery Time	Expected Mail Pieces Per Run	Expected Images Per Run	Service Level Agreement*
Personal Use Tax Bill Application – Initial Mailing	Monthly	9:00 EST	11,000, final volume to be determined based upon file size	22,000 final volume to be determined based upon file size	Third Business Day
Personal Use Tax Bill Application – Reminder	Monthly	9:00 EST	5,500 final volume to be	11,000 final volume to be	Third Business Day

Mailing			determined based upon file size	determined based upon file size	
eServices	Monthly	9:00 EST	N/A	22,000 for the first 2 months, 33,000 starting in Month 3 final volume to be determined based upon file size	Third Business Day

\*Contingent upon current USPS mail acceptance timeline as it exists March 2012. USPS future changes to acceptance timeline may affect SLA

Data file (s) must be completely transferred to WorkflowOne by the times indicated above to be considered on time. Applications will be processed on normal business days excluding Saturdays, Sundays and USPS holidays. For clarification, a next day turnaround means that for a data file received Monday, the mail pieces will be forwarded to the USPS that Tuesday. This assumes that data is delivered complete and on time. Postal holidays and weekends do not count toward the turnaround commitment.

#### 4. DATA AND DATA DELIVERY

##### **PCI Compliance Adherence:**

The Payment Card Industry Security Standards Council (PCI SSC) was launched on September 7, 2006 to manage the ongoing evolution of the Payment Card Industry (PCI) security standards. PCI security standards are technical and operational requirements established to protect cardholder data. Compliance with the PCI set of standards is mandatory for their respective stakeholders, and is enforced by the major payment card brands who established the Council: American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa Inc.

WorkflowOne's compliance to these PCI security standards requires all data received, processed, at rest, or stored on our IT systems and infrastructure be free of any credit card holder data. **It is a requirement of WorkflowOne that you confirm and acknowledge that transmitted data does not contain PCI cardholder data.** Please be advised that all input data entering WorkflowOne enterprise systems will be scanned for the presence of cardholder data not meeting the required security standards. Any file that is identified as having non-redacted credit card information will be quarantined for analysis which may impact service level agreements set forth in this agreement.

By initialing here, you acknowledge and accept the security standards outlined above.

##### **E-mail Security:**

Development, Graphics or Production requested output proofs will not be provided via e-mail. All such digital proofs will be provided via personalized SFTP Client folders or on-line via WorkflowOne's Graphic Insite portal. An email notification and link to the WorkflowOne Graphic Insite portal can be provided for each requested proof file.

E-mail traffic will be scanned for security standards and when potential violations identified, the file(s) or communication in question will be quarantined and must be manually reviewed individually via WorkflowOne's security procedure for handling of noncompliant data streams. Resulting actions include blocked, continuation, mitigation requirement and or file deletion. In all resulting actions, the Client will be notified of actions needed or taken with such input files and data.

WorkflowOne offers a variety of data transmission options including FTP, SFTP and VPN. Login credentials will be provided when your method of data delivery is established.

- **Please Note: WorkflowOne utilizes a test FTP directory. This is separate from our production directory to ensure test files are not inadvertently processed as production files. The directory structure on the FTP/SFTP site for tests will mirror the live FTP/SFTP site. Your username will be the same as your current live directory username except there will be a “T” added in front of it; your password will be different. You will be asked to add “Test” to the front of the test file name. This will add one more layer of protection in case a test file is inadvertently placed on the live FTP site. FTP login credentials and file naming conventions will be defined during our on-boarding process.**
- **State of Illinois on behalf of Cook County and Chase Bank on behalf of Cook County will send data to WorkflowOne via SFTP (Secure FTP site)**

**5. INPUT DATA DESCRIPTION**

State of Illinois on behalf of Cook County will provide data to WorkflowOne for initial mailings monthly in Raw Text format with one file submitted monthly.

Cook County will provide data file to WorkflowOne for payments received in Raw Text format with one file submitted monthly.

**6. PROCESSING AND VOLUME COMMITMENTS**

Print Application	Annual Run Quantity	Annual Image Quantity	Annual Finished Sheet Quantity	Annual Mail Piece Quantity	Annual Insert Quantity
Personal Use Tax Bill Application – Initial Mailing	132,000 final volume to be determined based upon file size	264,000 final volume to be determined based upon file size	132,000 final volume to be determined based upon file size	132,000 final volume to be determined based upon file size	130,000 final volume to be determined based upon file size
Personal Use Tax Bill Application – Reminder Mailing	66,000 final volume to be determined based upon file size	132,000 final volume to be determined based upon file size	66,000 final volume to be determined based upon file size	66,000 final volume to be determined based upon file size	66,000 final volume to be determined based upon file size
Annual Total:	198,000 final volume to be determined based upon file size	396,000 final volume to be determined based upon file size	198,000 final volume to be determined based upon file size	198,000 final volume to be determined based upon file size	198,000 final volume to be determined based upon file size

eServices Application	Annual Image Quantity
Self Care Web Portal	396,000 final volume to be determined based upon file size
Annual Total:	396,000 final volume

	to be determined based upon file size
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## 7. MATERIALS AND COMPONENTS

### Application 1: Personal Use Tax Bill Initial Mailing and Reminder Mailing

- Form 1
  - Form Size: 8.5 x 11
  - Paper Type: Cut Sheet
  - Paper Weight: 24#
  - Paper Color: White
  - Ink Colors: 0/0 for the Initial Mailing and 1/0 for Reminder Mailing
  - Finished/folded size: Z Fold
  - Perforation: Full Horizontal, 3 2/3 Inches from bottom
  - Notes:
  
- Outgoing envelope
  - Envelope Size: #10
  - Paper Type: White wove
  - Paper Weight: 24#
  - Colors: 1/0
  - Postal Endorsement: TBD
  - Indicia: Customer Indicia
  - Notes:
  
- Remit envelope
  - Envelope Size: #9
  - Paper: 24# White Wove
  - Colors: 1/0
  - Postal Endorsement: TBD
  - Indicia: Standard Window
  - Notes:

Customer is responsible for a ninety (90) day supply of all WorkflowOne supplied components. A ninety (90) day supply is defined as a quarterly volume of the annual volume identified in section six (6) of this Solution Summary or a quarterly volume based on monthly historical usage, whichever is greater.

#### Customer supplied components:

Customer-supplied materials such as inserts must arrive 5 business days prior to the production run. Shipping requirements will be supplied to the customer by the Account Service team and will include size/weight specifications, along with required labeling.

**Shipping / Receiving Requirements:** The following guidelines will apply to material shipped to WorkflowOne's facility. Failure to follow the shipping specifications will result in non-acceptance of the customer supplied components.

#### Skid/Receiving Requirements:

1. Skid size is 42 x 36. The open end is on the 36" side.
2. Do not double stack.
3. Cartons should not extend beyond the skid.
4. The carton/skid height must not exceed 54".
5. Bills of Lading and packing slips are required and must reflect the PO number.
6. Packing list must be on the outside of the shipment.

Cartons should be labeled with the following:

1. Customer Name

2. Purchase Order Number
3. Quantity per Carton
4. Part ID Number
5. Description and sample of material affixed to each carton.
6. Client Service Representative Name
7. Cartons should weigh no more than 35 lbs.
8. All Shipments must be shrink-wrapped.

A storage fee of \$25 per location, per month will be charged for any item that is stored more than 3 months from delivery. A re-stacking fee of \$50 per re-stacked pallet will be charged for any item delivered that is not stacked properly or on incorrect pallet size.

**Please reference *Insert Specification Guide and Mailing Profile Form* when providing components.**

## 8. APPLICATION DEVELOPMENT

A complete production file, including all auxiliary or verification files in final format, will be used to produce proofs for customer review and application signoff before live production. A minimum of 1,000 records is required.

### 8.1. Standard Functionality (Print):

- Data processing, address hygiene and preparation for automated presorted discounts.
- Standard reporting...
  - Error report
  - Job Completion Report
  - Reconciliation Report
- Documentation...
  - Solution Summary
  - Technical Specifications Document

### 8.2. Standard Functionality (eServices):

Analysis, data preparation, index extraction, menuing, documentation, testing and certification

### 8.3. Customized Functionality (Print): NA

Please check all that apply by double clicking the highlighted box and selecting the “checked” option.

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> House holding         | <input type="checkbox"/> Selective Inserting | <input type="checkbox"/> Remit Address Processing | <input type="checkbox"/> Re-Pagination         |
| <input type="checkbox"/> Input Data Conversion | <input type="checkbox"/> Complex Composition | <input type="checkbox"/> Custom Reports           | <input type="checkbox"/> Multi-Site Production |

### 8.4. Customized Functionality (eServices):

Please check all that apply by double clicking the highlighted box and selecting the “checked” option.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> CD Creation           | <input type="checkbox"/> FTP (PDF)         | <input type="checkbox"/> Custom Reports   |
| <input checked="" type="checkbox"/> Repository | <input type="checkbox"/> Online Bill Pay   | <input type="checkbox"/> Self Care Portal |
| <input type="checkbox"/> E Mail Notification   | <input type="checkbox"/> e Doc Creation    | <input type="checkbox"/> e Doc Delivery   |
| <input type="checkbox"/> Confirm Service       | <input type="checkbox"/> Print Suppression | <input type="checkbox"/> Letter Editor    |
| <input type="checkbox"/> Marketing Msg Editor  | <input type="checkbox"/> Rules Builder     | <input type="checkbox"/> E Mail Editor    |
| <input type="checkbox"/> Insert Manager        | <input type="checkbox"/> e Fax             | <input type="checkbox"/> e Scan           |

## 9. PRODUCTION SERVICES

### 9.1. Data Processing

Please check all that apply by double clicking the highlighted box and selecting the “checked” option.



**12. PROPOSED PROJECT PLAN – DRAFT ONLY SHOWN BELOW**

*The Project Manager will complete the Proposed Project Plan below upon acceptance of this Scope of Work.*

ID	Task Name	Duration	Resource Names
1.1	Project Documentation provided to PM	2 days	Facility Director
1.2	Project Confirmation Kick-Off Meeting	3 days	Project Manager, Customer
1.3	Complete Technical Specification Document (TSD)	2 days	Account Manager, Project Manager, Technical Analyst
1.4	Customer Approval of TSD	5 days	Customer
1.5	Telecommunications Methods	20 days	Project Manager, Customer
1.5.1	Complete Test File(s) Provided By Customer	2 days	Customer
1.7	Postage	10 days	Customer
1.8	Materials	20 days	Development
1.9	Contract Execution - Follow up on Status	2 days	Project Manager, Customer, Sales
1.10	Application Development - Print & eService	30 days	"DM, Prog, Comp"
1.11	Unit (Test System)	20 days	"DM, PTR, Prog, AM, Comp"
1.12	Integration (Live System in Test Environment)	20 days	DM
1.13	Project Implementation Finalization and Review	2 days	DM
1.14	Parallel Testing if Needed	1 day	PTR
1.15	Client Approval of Final Production Print Proofs	1 day	Customer
1.16	Client Approval of Final Production eService Proofs	2 days	Customer
1.19	Go Live	2 days	WorkflowOne

**Durations will vary based upon specifications. A complete project plan will be provided upon approval of the technical specifications document.**

a. **RISKS, ASSUMPTIONS AND CONSTRAINTS**

- If the data created by WorkflowOne used for development purposes differs from the production data provided later by the Customer, then additional development time will be required to adapt to the production data format.
- Customer will furnish and/or return promptly all data, copies, specifications, artworks, proofs, inserts and other materials necessary for timely performance by WorkflowOne. Delay in furnishing or returning items necessary for production may result in an extension of the turn-around time and/or additional charges for the cost of at overtime rates; however the Customer will be notified of any additional charges in writing prior to incurring such charges. Customer acknowledges that SLA penalties will not apply in this scenario.
- WorkflowOne will not repair or alter transmitted production data deemed in error. Live job failures determined to be a result of customer data problems will be billed to the Customer based on the total hours required to analyze the cause of the failure.
- Input files, compressed and/or encrypted, may not exceed 4.5 GB, due to system and software limitations.
- Production commencement date is contingent upon Customer and WorkflowOne meeting implementation milestones. Failure to meet milestones will jeopardize the live date.
- Service level agreements are based on the volumes shown in this document. Volume increases that exceed 10% of the reflected volume (print, inserting, handwork or web) may result in increasing the agreed service level (turn time).
- WorkflowOne utilizes a test FTP directory. This directory is separate from the production directory to ensure test files are not inadvertently processed as production files. Failure to use this directory and the proper test file naming conventions could result in a data processing error.

***THIS IS A DRAFT – FINAL VERSION WITH SIGNATURE LINES WILL BE PROVIDED UPON FACILITY APPROVAL. THE SOLUTION SUMMARY MUST BE PRESENTED AS PART OF THE CONTRACT PACKAGE UNLESS CUSTOMER IS CURRENTLY UNDER CONTRACT.***

## APPENDIX A

### DEFINITIONS AND TERMINOLOGY

These are provided to clarify some terms that may be used in this document.

- Simplex – Laser printing (imaging) done on the front side of a sheet.
- Duplex – Laser printing (imaging) done to both sides of a sheet. Duplex printing implies two images per sheet passing through the printer.
- Flats – A "Flat" is a flat envelope, such as a 9x12 or 10x13 envelope, used to carry mailpieces, which cannot be folded, or which have many sheets.
- International – A "International" is a mail piece which does not have a United States mailing address.
- Household – Household uses the mailing address to group what would otherwise be separate mailpieces into a single mail piece. Data other than the mailing address can also be used for grouping.
- Manifest Mailing – Method to allow mixing of postal weight categories to achieve postal savings by increasing the total number of mailpieces considered for automation presort.
- PostalSoft – CASS-Certified software to apply USPS standardization to mailing addresses, including barcodes and Zip+4 addressing. Software also performs automation presort functions.
- Automation Presort – Mailpieces are presorted before drop to the USPS to eliminate USPS processing steps required for sorting and delivery. Minimum mail piece count requirements per zip code range and weight class must be satisfied. Compare Manifest Mailing.

EXHIBIT 2

**County Price Proposal**

## **Cook County Price Proposal**

This Agreement will enable an overall value that will not exceed \$130,106.80 through the contract end date of April 29, 2013 per the County Statement of Work.



# *Pricing Summary*

*Prepared For*

*Cook County Department of  
Revenue*

*Personal Use Tax Billing*

*118 N. Clark Street #1160*

*Chicago, IL 60602*

June 8, 2012

1. **PRICING SUMMARY**

a. The Services to be provided under the Program are:

<u>Development</u>	<u>Unit</u>	<u>Price</u>
<i>Initial Application Development Print hours)</i>	<i>per hour</i>	<i>\$135.00 (estimated 50</i>
<i>Initial Application Composition Print hours)</i>	<i>per hour</i>	<i>\$77.00 (estimated 10</i>
<i>Initial Application Development eService hours</i>	<i>per hour</i>	<i>\$135.00(estimated 10</i>
<i>Additional Programming</i>	<i>per hour</i>	<i>\$135.00</i>

**Development hours or costs provide in association with the pricing included within this Solution Summary are estimates.** Complete development quote(s) will be provided once the Technical Specifications Document(s) for the application(s) listed within this Solution Summary have been completed and approved by WorkflowOne and the customer. This may increase or decrease the total cost of the application.

<u>Services</u>	<u>Unit</u>	<u>Price</u>
<i>eServices</i>		
<i>- Creation of PDF Library of Documents</i>	<i>1 Time</i>	<i>\$2500</i>
<i>- PDF processing and storage of ebills</i>	<i>each</i>	<i>\$.01</i>
<i>- PDF storage beyond 12 months</i>	<i>each</i>	<i>\$.0043</i>
<i>-- Minimum monthly item processing</i>	<i>per month</i>	<i>\$725</i>
<i>Call Center – Option 1</i>	<i>per month</i>	<i>\$5000</i>
<i>- option 1 includes the staffing of call center and the recording of the phone calls via call center voice mail and then the saving of the recorded voice mail call to a .wav file</i>		

<u>Self Pay Form Services</u>	<u>Unit</u>	<u>Price</u>
<i>Project Set Up</i>	<i>1 time</i>	<i>\$1050</i>
<i>USPO Box Management Fee</i>	<i>Annually</i>	<i>\$2000 (if required)</i>
<i>Transportation to USPO</i>	<i>per trip</i>	<i>\$14.00 (if required)</i>
<i>Mailroom Handling Fee</i>	<i>each</i>	<i>\$.145</i>
<i>Document Scanning</i>	<i>each</i>	<i>\$.053</i>
<i>Data Capture</i>	<i>each</i>	<i>\$1.10</i>
<i>Data File Output</i>	<i>each</i>	<i>\$35.00</i>
<i>Reboxing for shipment or destruction</i>	<i>each</i>	<i>\$7.50 (if required)</i>

b. The products we will supply to you in performing the Services under the Program are:

<u>Mail Packages</u>	<u>Unit</u>	<u>Price</u>
<b><i>Pricing based on 15,000 mail packages per month</i></b>		
<i>Initial Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2583*</i>
<i>Reminder Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2853*</i>
<b><i>Pricing based on 25,000 mail packages per month</i></b>		
<i>Initial Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2535*</i>
<i>Reminder Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2729*</i>

**Pricing based on 35,000 mail packages per month**

<i>Initial Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2367*</i>
<i>Reminder Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2556*</i>

**Pricing based on 45,000 mail packages per month**

<i>Initial Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2233*</i>
<i>Reminder Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2419*</i>

**Pricing based on 55,000 mail packages per month**

<i>Initial Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2186*</i>
<i>Reminder Personal Use Tax Bill</i>	<i>Each</i>	<i>\$.2399*</i>

*Cook County Supplied Additional Insert to be inserted into mail packages, insert format to be 8.5 X 11, WorkflowOne will need to only tri-fold the insert and include it into each mail package when directed to by Cook County, the pricing does NOT include printing cost -\$.0053/per each*

**\* Mail package cost includes outgoing envelope, Personal Use Tax Bill and Reminder Tax bill when applicable, return envelope, all data processing, digital printing, inserting and mail preparation.**

All prices exclude postage, freight and taxes.

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EXHIBIT 3

**City of Chicago Contract (Contract No. 9822)**



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## Contract Details

**Contract (PO) Number:** 9822  
**Specification Number:** 29884  
**Award Date:** 10/25/2005  
**Original Award Amount:** Up To \$179,778.80  
**Current Award Amount:** **DUR** [View Payment Details](#)  
**Vendor Name:** [MIAMI SYSTEMS CORPORATION](#)  
[Show all contracts for this vendor](#) | [Show all disclosures for this vendor](#)  
**Description:** Printing and Mailing of Water Bills  
**Buyer Name:**  
**Target Market:** No

[Department of Procurement Services](#)

[Department of Finance](#)

[FAQ](#)

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## Original Contract

**DUR** in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
9822	9822 - D1	10/25/2005	10/01/2005	09/30/2008	Up To \$179,778.80

## Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
98221	Printing and Mailing of Water Bills		10/26/2005	11/01/2005	10/30/2008	DUR
98223	PRINTING AND MAILING OF WATER BILLS		09/25/2006	11/01/2005	10/31/2008	\$820,221.20

## Contract Summary Sheet

**Contract (PO) Number:** 9822

**Specification Number:** 29884

**Name of Contractor:** MIAMI SYSTEMS CORPORATION

**City Department:** DEPT OF WATER

**Title of Contract:** Printing and Mailing of Water Bills

**Term of Contract: Start Date:** 11/1/2005

**End Date:** 10/30/2008

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**

\$179,778.80

**Brief Description of Work:** Printing and Mailing of Water Bills

**Procurement Services Contract Area:** WORK SERVICES / FACILITIES MAINT.

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

**Vendor Number:** 1039509

**Submission Date:**

**OCT 28 2005**

Vendor No.: 1039509 A

Purchase Order No.: 9822 016

**BID SOLICITATION**

SPECIFICATION NO.: 29884, RFQ NO.: 1369  
PRINTING AND MAILING SERVICES OF WATERBILLS

CONTRACT PERIOD: STARTING THIRTY-SIX (36) MONTHS FROM THE DATE OF CONTRACT AWARD AND  
RELEASE

STARTING: NOVEMBER 1, 2005

THROUGH: OCTOBER 31, 2008

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REQUIRED FOR USE BY CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

Fund Number: [REDACTED]

Bid Deposit: NONE, Drawings: NONE

Information: SONJI WARD, CONTRACT NEGOTIATOR  
Phone: (312) 744-5098, e-mail: sward@cityofchicago.org

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

All Bids / Proposals must be sealed and received NO LATER than 11:00 a.m. Chicago Time on on the day of the Bid Opening. All bids will be read publicly in the Bid and Bond Room, Room 301, City Hall.

Issued by:

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

Richard M. Daley  
Mayor  
SW/ig

Eric J. Griggs  
Chief Procurement Officer

MIAAMI SYSTEMS CORP.

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## 1. DEFINITIONS

Wherever 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:

<b>"Attachments"</b>	means all exhibits attached hereto and/or incorporated by reference herein;
<b>"Business Day"</b>	means business days in accordance with the City of Chicago business calendar;
<b>"Calendar Day"</b>	means calendar days in accordance with the world-wide accepted calendar;
<b>"Chief Procurement Officer"</b>	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;
<b>"City"</b>	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;
<b>"Commissioner"</b>	refers to the Chief Executive of the Department of Water Management, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
<b>"Contract"</b>	means this contract for Work, 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;
<b>"Contract Documents"</b>	are as designated on page 3, under Section 12 Interpretation of Contract Documents in the Requirements for Bidding and Instructions to Bidders, all as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
<b>"Department"</b>	means the Department of Water Management, City of Chicago
<b>"Deliverables"</b>	means any documents, reports, information, etc. to be submitted by the Contractor to the City;
<b>"Holidays"</b>	means the following days in accordance with the City of Chicago; New Years Day, Dr. Martin Luther King Jr.s Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day;
<b>"Proposal"</b>	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, 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;
- "Supervisor"** refers to 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;
- "Work Site"** refers to the location where the work is to be performed by 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 Commissioners judgement 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 shall be understood and agreed that such address is directed to the Contractor.

## **2. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS**

### **2.1. CONTRACT FOR WORK**

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

### **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. BID DEPOSIT**

Bid deposit will be required for all competitive sealed bidding for contracts when required in the legal advertisement. Bid deposit must be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cashiers check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and must be made payable to the order of the City of Chicago. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

Bid deposits must be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of ten percent (10%) of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than ten percent (10%) of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to ten percent (10%) of his bid. Compliance with the provisions herewith will be determined in all cases by the Chief Procurement Officer and his determination will be final.

When the legal advertisement requires a deposit, noncompliance requires rejection of the bid.

After bids are opened, deposits will be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.

### **2.4. PREPARATION OF PROPOSAL**

The bidder must prepare its proposal on the attached proposal forms. 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 which 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 805ILCS 405 (1992).

## **2.5. SUBMISSION OF PROPOSALS**

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose in 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 DEPARTMENT OF PROCUREMENT SERVICES, the bidders must be 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 shall be rejected.

## **2.6. 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 his 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 shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals.

## **2.7. 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.

## 2.8. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer shall 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 HEREFROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

## 2.9. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one of the proposals or reject 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.

## 2.10. PERFORMANCE BOND

When required by the Chief Procurement Officer the successful bidder or bidders must, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond in the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract will be withheld pending receipt and approval of a satisfactory bond.

Attention is called to the provisions of 30 ILCS 550/1, et. seq. and to the provisions of Section 2-92-030 of the Municipal Code of Chicago.

**NOTE:** Section 2-92-040 of the Municipal Code of the City of Chicago requires that the Contractor's surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the Internet at [www.fins.treas.gov/c570](http://www.fins.treas.gov/c570). Co-sureties may be accepted in the sole discretion of the Chief Procurement Officer, but each co-security must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

## 2.11. FAILURE TO FURNISH BOND

In the event that the bidder fails to furnish the performance bond in said period of seven (7) calendar days, then the bid deposit of the bidder will be retained by the City as liquidated damages and not as a penalty.

## 2.12. 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. 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 mailed, faxed, electronically 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 will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

### **2.13. CATALOGS**

Each bidder must submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

### **2.14. TRADE NAME**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an equal unless the proposed "equal" is definitely indicated therein by the bidder.

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 items 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 item 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 item the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

### **2.15. RETURN OF BID DEPOSIT**

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders can not be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Chief Procurement Officer has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

### **2.16. TAXES**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. [REDACTED] and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. [REDACTED]. 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 comply with all Federal laws and regulations.

### **2.17. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS**

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

1. General Conditions.
2. Addenda, if any.
3. Department Special Conditions.
4. Plans or City Drawings.

5. Detailed Specifications.
6. Standard Specifications of the City, State or Federal Government, if any.
7. Advertisement for proposals (copy of advertisement to be attached to back of cover).
8. Requirements for Bidding and Instructions to Bidders.
9. Performance Bond, if required.

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

#### **2.18. CONTRACTOR'S FINANCIAL STATEMENT**

Each bidder bidding on construction projects will have on file in the office of the Chief Procurement Officer prior to bid opening a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractor's last fiscal year period. This will be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. 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 financial statement on file in the DEPARTMENT OF PROCUREMENT SERVICES at time of bid opening may be cause for the rejection of Contractor's Proposal.

#### **2.19. NOTICES**

All communications and notices to the City herein provided for may be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

### 3. GENERAL CONDITIONS

#### 3.1. 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).

##### 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, 5 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.

##### 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. 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.

#### 3.2. INDEMNITY

Notwithstanding the Order of Precedence of Component Contract Parts in Section 17 of the Requirements for Bidding and Instructions for Bidders, the following language replace the Indemnification Provision in Section 2 of the General Conditions:

- I. 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. failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor;
  4. the Citys 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.

- ii. **"Losses"** means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.
- iii. 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.
- iv. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.
- v. 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 Contractors performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

### 3.3. EMPLOYMENT

The Contractor must comply with AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State of its political subdivisions, approved June 12, 1935, as amended. Attention is called to Chapter 126-1/2, Section 23, Ill. Rev. Stats. 1987.

### 3.4. PREVAILING WAGE ACT

The Contractor must comply with AN ACT regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works. Attention is called to Chapter 48, Par.39s, Ill Rev Stats. 1989.

It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, must be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

The term general prevailing hourly rate, when used in this Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such contract.

### 3.5. 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 will 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.

### **3.6. CASH BILLING TERMS**

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

### **3.7. GUARANTEES & WARRANTIES**

All guarantees and warranties required must be furnished by the Contractor and must be delivered to the Chief Procurement Officer before final voucher on the contract is issued.

### **3.8. 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 his contract, and shall 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 shall perform it in proper sequence to that of the others.

### **3.9. SUPERINTENDENCE**

The Contractor must personally supervise the work or will have a competent person at the site at all times to act for him.

### **3.10. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE**

Plans or drawings mentioned in Requirements for Bidding and Instructions to Bidders or 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.

### **3.11. PERMITS**

Unless otherwise provided in Special Conditions, the Contractor must take out, at his own expense, all permits and licenses necessary to carry out the work described in this contract.

### **3.12. MATERIALS INSPECTION AND RESPONSIBILITY**

The City, by its engineering agencies, will have a right to inspect any material 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 must 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.

### **3.13. 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 his 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 be 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 notify 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)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 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 shall operate as and shall 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.

### **3.14. CHANGES**

The Commissioner may, subject to prior written approval of the Chief Procurement Officer, if the estimated costs thereof exceeds \$5,000.00, at any time, by written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract if within the general scope. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of the contract, an equitable adjustment as may be hereinafter further described in Special Conditions, shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing to the Commissioner and Chief Procurement Officer within ten (10) business days from the date of receipt by the Contractor of the notification of change unless the Commissioner and the Chief Procurement Officer grant a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined solely by the Chief Procurement Officer but nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or material will be allowed.

### **3.15. 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 prosecute 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 shall 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 shall prosecute the work under this contract so that the actual work completed shall 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. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved **TIME SCHEDULE**.

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.

### **3.16. PROVISIONS RELATIVE TO DELAY**

Should the Contractor be obstructed or delayed in the commencement, prosecution 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 he, 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 shall 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 shall 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.

### **3.17. 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 shall be employed.

### **3.18. 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. Complete disclosure information must be provided.

### **3.19. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1**

The bidder is required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit 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.

### **3.20. 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.

### **3.21. 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 Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

### **3.22. 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.

### **3.23. 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 officials spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

### **3.24. 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.

### **3.25. 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: Section Four: 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: Part IV. Certification Regarding Environmental Compliance; Part V. Certification Regarding Ethics and Inspector General; and Part VI. Certification Regarding Court-Ordered Child Support Compliance.

### **3.26. 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.

### **3.27. DEFAULT**

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Chief Procurement Officer shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the Chief Procurement Officer acting for and on behalf of the City shall, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the Chief Procurement Officer at his option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force account, or may enter into a new contract for the completion of the work, by or on its own force account, or may enter in a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City the amount of such excess.

### **3.28. 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 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement 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.

### **3.29. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE**

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

No person or business entity shall 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 shall continue for three 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.

## 4. SPECIAL CONDITIONS

### 4.1. PERFORMANCE BOND

No Bond Required.

### 4.2. CONTRACTORS INSURANCE

The Contractor must provide and maintain during the life of this Contract at Contractor's own expense, until Contract completion and during the time period following final 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 a service under this Contract and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

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, (for a minimum of two (2) years following project completion), explosion, collapse, underground, 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.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

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.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4. Property

The Contractor must be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used, leased, or rented, by Contractor.

The Contractor must be responsible for all loss or damage to City of Chicago property at full replacement cost.

5. Garage Liability

The Contractor must provide Garage Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. 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.

## **B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago, Illinois 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 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 agrees that insurers 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.

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 desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

## **4.3. 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.

#### **4.4. PURCHASE ORDER RELEASES**

Requests for Printing and Mailing Services in the form of Purchase Order Releases will be issued by the Department of Water Management and sent to the Contractor to be applied against the contract. Purchase Order Releases will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding services.

#### **4.5. DELIVERY**

Residential and Commercial delivery of the Printed Waterbills will be made F.O.B., any point within the City at no charge to the City, regardless of the purchase order release amount. It is the intent of this contract for the Contractor to furnish Printing and Mailing Services to the Department of Water Management.

The City reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period.

#### **4.6. INVOICES**

Original invoices will be forwarded by the Contractor to the Department of Water Management, Depaul Center, 333 South State Street, Suite 410, Chicago, Illinois 60604 to apply against the contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department of Water Management.

All invoices must be signed, dated and reference the City contract number. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, service description, unit of measure and pricing must correspond to the items quoted on the Proposal Page.

Invoices for overshipments or items with price/wage escalations may 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. As stated in the Requirements for Bidding and Instructions to Bidders section, the City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

#### **4.7. PAYMENT**

The City will process payment within sixty (60) calendar days after receipt of invoices completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Printing and Mailing Services provided under this contract.

The City will not be obligated to pay for any Printing and Mailing Services provided which were non-compliant with the terms and conditions of these specifications. Any Printing and Mailing Services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

#### **4.8. QUANTITIES**

Any quantities shown on the Proposal Page are estimated usage for the initial thirty-six (36) months contract period and as such 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 procure any Printing and Mailing Services other than those determined by the Department of Water Management to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities as are from time to time ordered, performed and accepted on releases issued directly by the Department of Water Management.

#### **4.9. 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. As of July 1, 2004, the Base Wage is \$9.43 per hour. 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.

#### 4.10. PRICE ADJUSTMENT

The original bid prices will be valid and firm for the initial thirty-six (36) month contract period beginning with the start date of the Contract. If the City elects to exercise its option to extend the Contract, the City will consider adjusting the Contractor's bid prices (increased or decreased) upon request by the Contractor, based upon the Municipal Cost Index as follows:

For the adjustment, the original bid prices will be increased or decreased to obtain "New Contract Price(s)" in accordance with the following formula;

New Contract Price (each item) = Original Bid Price

(Original Bid Price x [Comparison Municipal Cost Index - Base Municipal Cost Index]

Base Municipal Cost Index)

If approved by the Chief Procurement Officer, a properly executed contract modification must be signed by the Contractor and the City to reflect the price change and the effective date for the change. Original bid prices 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.

Any services provided by the Contractor at a different price than agreed and approved by the Chief Procurement Officer and without a properly executed contract modification signed by the Chief Procurement Officer, is made at

the Contractor's risk. Consequently in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for services rendered at the labor wage rate.

The New Contract Price(s) will apply to Flagpole Rerope and Repair Services performed after the beginning of the first extension period of the Contract and will continue to apply to any subsequent extension. For purposes of the formula above, means the Revised Municipal Cost Index for Urban Wage Earners and Clerical Workers, All Items (base index year 1982-84 '100), for Chicago, Gary, Lake County, IL-IN-WI, as published by the United States Department of Labor, Bureau of Labor Statistics. If, during the term of the Contract, the manner in which the Municipal Cost Index is determined by the Bureau of Labor Statistics is substantially revised, including a change in the base index year, the City will make an adjustment in the reviewed Municipal Cost Index that would produce results equivalent, as nearly as possible, to those that would have been obtained if the index had not been so revised. If the Municipal Cost index becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data are not readily available to enable the City to make the adjustment, then the City will substitute for it a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication. "Base Index" means the Consumer Price Index for the calendar month before the month in which the bids for the Contract are opened. "Comparison Index" means the annual average Municipal Cost Index for the most recent calendar year ending before the second anniversary of the start date of the Contract.

#### **4.11. BASIS OF AWARD**

A contract will be awarded to the lowest responsive and responsible bidder meeting the terms and conditions of the specification. The Total Bid Price will be determined by multiplying the Unit Price by the Estimated Quantity to determine the Extended Price for each line. Each Extended Price line will be added to determine the Lowest Total Bid Price.

Bidders must quote all items specified. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected.

The Contractors bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of transportation, materials, software, insurance, etc., required by the specification.

The Chief Procurement Officer reserves the right to award a contract or reject any or all bids when, in his opinion, the best interest of the City will be served thereby.

#### **4.12. LOCAL BUSINESS PREFERENCE**

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

A local business ("Local 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 is subject to City of Chicago taxes.

Where all partners to a joint venture are Local Businesses, the joint venture will be deemed to be a Local Business. Where not all partners to a joint venture are Local Businesses, such joint venture will be considered a Local Business only if Local Businesses hold at least a fifty percent (50%) interest in the venture. Local Businesses have a fifty percent (50%) interest in the joint venture only if the Local 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 Local Business Preference. A joint venture bidder which fails to submit such information will not be entitled to the Local Business Preference.

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

#### **4.13. SUBCONTRACTORS**

The Contractor must, within one (1) week after execution of the contract, notify the Chief Procurement Officer, in writing, of the names of all subcontractors it will use for principal parts of the work and the names of major material suppliers to be used and will not employ any that the Chief Procurement Officer may object to as incompetent or unfit.

In accordance with the General Conditions, 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 Officers 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 judgement 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, is incompetent, 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

#### **4.14. 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 (5%) percent 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 (50%) percent of the cost of the audit and fifty (50%) percent of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing five (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 attorneys fees.

#### **4.15. CALCULATION OF MBE/WBE COMMITMENT**

For purposes of calculating bidder's percentage of MBE and/or WBE dollar commitment toward the minimum goal 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.

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

#### **4.16. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER**

Each bidder/proposer must 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. Economic Disclosure Statement and Affidavit
6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
7. City of Chicago Insurance Certificate of Coverage

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

#### **4.17. CONTRACT PERIOD**

The contract will begin on or about 11-1-05 and continue through 10-31-08, unless terminated prior to this date according to the terms of the Termination paragraph, 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 thirty-six (36) full calendar month after the established start date.

#### **4.18. CONTRACT EXTENSION OPTION**

This Contract will be in effect for the dates indicated herein for the thirty-six (36) month(s) contract period. The Chief Procurement Officer may exercise the City's unilateral right to renew this Contract following the expiration of the base contract term for up to three (3) additional one (1) year extension periods each, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procure of the services provided for in this Contract.

No less than ninety (90) 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 service while procuring a replacement contract.

#### **4.19. ACCEPTANCE**

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

#### **4.20. 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.

#### **4.21. MODIFICATIONS AND AMENDMENTS**

The City may request changes in Services to be provided of the Contractor to be performed hereunder including, but not limited to any increase or decrease in compensation due to recycling benefits, diversion credit advantages, changes due to a change in any environmental laws, rules and regulations or due to a decision relating to such laws, rules and regulations by a court or administrative body of competent jurisdiction. Such changes which are mutually agreed upon by and between the City and the Contractor, will be incorporated in written modifications to this agreement.

No changes, amendments, modifications, cancellations or discharges of this Agreement, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents representatives.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

#### **4.22. 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 shall 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

#### **4.23. 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 Disputes provision , in the General Conditions.

If the City's election to terminate this contract for default pursuant to 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.

## 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 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. 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	16.9%	4.5%

- 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 subcontractor's 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) 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 partner's 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 4.4. 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 4.5A. 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 shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives 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 all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

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

#### **5.10. RECORD KEEPING**

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

#### **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:

**City of Chicago**

**Department of Procurement**

Vendor Relations

City Hall - Room 403

Chicago, Illinois 60602

Attention: Monica Cardenas

(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago**

**Department of Procurement**

Certification Unit

City Hall - Room 403

Chicago, Illinois 60602

Attention: Lillie Cooper

(312) 744-1896

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: Tracie Smith, Executive Director

(312) 755-8880

## 6. ATTACHMENT A - ASSIST AGENCY

African American Contractors Association  
3706 S. Indiana Avenue  
Chicago, IL 60653  
Phone #: (312) 915-5960  
Fax #: (312) 567-9919  
Web: None  
Attn: Omar Shareef, President

Chicago Urban League  
220 S. State Street  
11th Floor  
Chicago, IL 60604  
Phone #: (312) 692-0766 Ext. 256  
Fax #: (312) 692-0769  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)  
Email: [jarchie@cul-chicago.org](mailto:jarchie@cul-chicago.org)  
Attn: Joan Archie, Director  
Employment, Counseling & Training

Asian American Alliance  
222 W. Cermak Road  
Suite 303  
Chicago, IL 60616  
Phone #: (312) 326-2200  
Fax #: (312) 326-0399  
Web: [www.asianamericanalliance.com](http://www.asianamericanalliance.com)  
Email: [ctakada@asianamericanalliance.com](mailto:ctakada@asianamericanalliance.com)  
Attn: Christine Takada, Executive Director

Cosmopolitan Chamber of Commerce  
1455 S. Michigan Avenue  
Suite 240  
Chicago, IL 60605  
Phone #: (312) 786-0212  
Fax #: (312) 786-9079  
Attn: Gloria Bell, 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

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

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

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.hacia.info](http://www.hacia.info)  
Attn: Rafael Hernandez, 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](http://www.cmbdc.org)  
Attn: Tracye Smith, 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](http://www.latinamericanchamberofcommerce.com)  
Attn: D. Lorenzo Padron, Chairman

Successful Independent Network Association  
(Sin)  
Street Address: Mailing Address:  
2100 W. Washington P.O. Box 1113  
Chicago, IL 60612 Chicago, IL 60608  
Phone #: (773) 271-1364  
Fax #: (773) 271-1364  
Web: None  
Attn: Diane Jones, President  
Attn: Arnette King, General Manager

Illinois Hispanic Chamber of Commerce (Formerly  
MACC)  
33 N. LaSalle Street  
Suite 1720  
Chicago, IL 60602  
Phone #: (312) 372-3010  
Fax #: (312) 372-3403  
Web: [www.maccbusiness.com](http://www.maccbusiness.com)  
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](http://www.triton.edu)  
Email: [gbarnes@triton.edu](mailto: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](http://www.nawbochicago.org)  
Email: [info@nawbochicago.com](mailto: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/edu.htm](http://www.hullhouse.org/edu.htm)  
Attn: Curt Roeschley, Director  
Small Business Development

Rainbow/Push Coalition  
930 E. 50th Street  
Chicago, IL 60615  
Phone #: (773) 256-2728  
Fax #: (773) 256-2751  
Web: [www.rainbowpush.org](http://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](http://www.wbdc.org)  
Attn: Hedy Ratner, Executive Director

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

Revised 10-07-03

**7. ATTACHMENT B**

*On Bidder/proposer's Letterhead*

RETURN RECEIPT REQUESTED

(Date)

Re: Specification No. 29884

Description: PRINTING OF WATERBILLS

(Assist Agency Name and Address)

Dear \_\_\_\_\_:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative Address/Phone

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

Under the City of Chicagos 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:

Michael J. McMurray, 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):

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

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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:

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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:

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

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

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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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?

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

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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?

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- 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.

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

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

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The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each

venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

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

Note: If, after filing this Schedule B and before the completion on the joint 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, 20\_\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

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

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

Signature of Notary Public \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Mary A. Dempsey  
Interim Chief Procurement Officer

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

August 23, 2005

Marja Stoll, President  
Design/Americom, Ltd  
2434 North Sawyer Avenue  
Chicago, Illinois 60647

Dear Ms. Stoll:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE/WBE certification until March 1, 2006**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE/WBE** in the following specialty area(s):

**Graphic Design, Printing and Marketing Services**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson  
Deputy Procurement Officer

LAL/





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Eric J. Grigg  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

Marja Stoll, President  
Design/Americom, Ltd.  
2434 North Sawyer Avenue  
Chicago, Illinois 60647  
(773) 756-6622

Re: 4<sup>th</sup> ANNIVERSARY CERTIFICATION  
Certification Effective: September 23, 2004  
Certification Expires: August 1, 2006  
**ANNUAL Affidavit Certificate Expires: August 1, 2005**

September 23, 2004  
August 1, 2006  
**August 1, 2005**

Dear Ms. Stoll:

Congratulations on your continued eligibility for certification as an MBE/WBE by the City of Chicago. Re-validation of Design/Americom, Ltd.'s certification is required by **August 1, 2005**.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

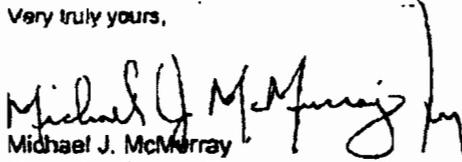
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Graphic Design, Printing and Marketing Services**

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

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

Very truly yours,

  
Michael J. McMurray  
Managing Deputy Procurement Officer

MJM/emc



### SCHEDULE C-1

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

Name of Project/Contract: 9822

Specification Number: 29884 RFQ: 1334

From: DESIGN/AMERICOM LTD  
(Name of MBE/WBE Firm)

MBE: Yes  No

WBE: Yes  No

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

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

Sole Proprietor  
 Partnership

Corporation  
 Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of \_\_\_\_\_ to \_\_\_\_\_ for a period of one year.

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

GRAPHIC DESIGN SERVICES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MS.  
Sept 24, 2005

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

16.9% - \$ 30,382.61  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Marija L. Stoll  
Signature of Owner or Authorized Agent  
Marija Stoll President  
Name / Title (Print)  
August 10, 2005  
Date  
773 235 0223  
Phone



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Mary A. Dempsey  
Interim Chief Procurement Officer

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

September 9, 2005

RECEIVED SEP 09 2005

Christine Fairchild, President  
Trade Envelope, Inc  
480 Rand Road  
Carol Stream, Illinois 60188

Dear Ms. Fairchild:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until **November 9, 2005**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward WBE in the following specialty area(s):

**Printing and Manufacturing of Envelopes and Stationary**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori A. Lypton  
Deputy Procurement Officer

rg





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Eric J. Grigg  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

Christine Fairchild, President  
Trade Envelopes, Inc.  
480 Randy Road  
Carol Stream, Illinois 60188  
(530) 829-0500

Re: **4th ANNIVERSARY CERTIFICATION**  
Certification Effective: October 19, 2004  
Certification Expires: May 1, 2008  
**Annual Affidavit Certificate Expires: May 1, 2005**

Dear Ms. Fairchild:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. Re-validation of Trade Envelopes, Inc.'s certification is required by May 1, 2005.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

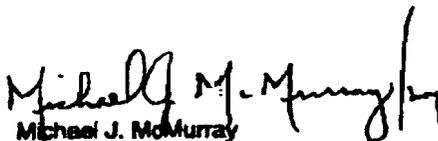
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Printing and Manufacturing of Envelopes and Stationary**

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

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

Very truly yours,

  
Michael J. McMurray  
Managing Deputy Procurement Officer

MJM/dls





# SCHEDULE D-1

## Affidavit of MBE/WBE Goal Implementation Plan

Contract Name \_\_\_\_\_  
Specification No. 29884 Rfq: 1369

State of Ohio

County (City) of Hamilton, Cincinnati

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

Miami Systems Corporation  
Name of Bidder/Proposer

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

B. If bidder/proposer 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: \_\_\_\_\_

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

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

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

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

Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_\*

\*see next page!

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

2. Name of MBE/WBE: Trade Envelopes, Inc.  
 Address: 480 Randy Rd. Carol Stream, IL 60188  
 Contact Person: Christine Fairchild Phone: 800-669-9750  
 Dollar Amount Participation \$ 8,100.00  
 Percent Amount of Participation: 4.5 %  
 Schedule C-1 attached? Yes  No

3. Name of MBE/WBE: Design/Americom Ltd.  
 Address: 2434 N. Sawyer Ave., Chicago, IL  
 Contact Person: Marja Stoll Phone: 773-235-0223  
 Dollar Amount Participation \$ 30,382.61  
 Percent Amount of Participation: 16.9 %  
 Schedule C-1 attached? Yes  No

4. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_\*

5. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_\*

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 three (3) business days after bid opening (or proposal due date.)

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

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

(Note: This section need not 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 three (3) business days after bid opening (or proposal due date).



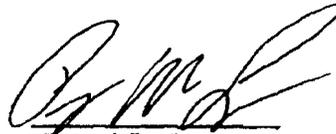
**SCHEDULE D-1  
Affidavit of MBE/WBE Goal Implementation Plan**

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

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

Name Timothy W. Scully Phone Number: 513-793-0110

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

  
Signature of Affiant (Date)

State of Ohio

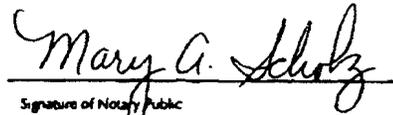
County of Hamilton

This instrument was acknowledged before me on 9-1-05 (date)

by Tim Scully (name /s of person/s)

as Vice President of Sales & Marketing (type of authority, e.g., officer, trustee, etc.)

of Miami Systems Corporation (name of party on behalf of whom instrument was executed).

  
Signature of Notary Public

(Seal)

**11. DBE/MBE/WBE UTILIZATION REPORT**

**NOTICE: THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION. IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.**

Contract Administrator: \_\_\_\_\_ Specification No. \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Contract No. \_\_\_\_\_  
 Date of Award: \_\_\_\_\_  
 Utilization Report No. \_\_\_\_\_

STATE OF: ( \_\_\_\_\_ )

COUNTY (CITY) OF: ( \_\_\_\_\_ )

In connection with the above-captioned contract:

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

and duly authorized representative of \_\_\_\_\_  
 (Name of Company - Print or Type)

\_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 (Address of Company) (Phone)

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

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

DBE/MBE/WBE Firm Name	Indicate Type of Firm (DBE/MBE/WBE)	Amount of Contract	Amount Paid To-Date
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____



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

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ name/s of person/s)

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

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

\_\_\_\_\_  
Signature of Notary Public

(Seal)

## **12. DETAILED SPECIFICATIONS**

### **12.1. SCOPE**

The Contractor will provide all printing services, mailing services, labor and supplies and equipment necessary for the Printing and Mailing Services of Water Bills for the City of Chicago, Department of Water Management, as described herein and all in accordance with the terms and conditions of this specification.

### **12.2. DATA TRANSMISSION**

Waterbill data, i.e. Residential and Commercial Business respondents names, address, payment calculations, amount, due dates, etc. will be provided to the Contractor from the Department of Water Management. There are two primary modes of electronic data transmission which will be considered by the Department of Water Management:

(1) Contractor will be provided with Department of Water Management customer account billing data either directly from the City of Chicago's Enterprise Network via daily computer file transmissions, or routed through a Remote Application Server for security purposes. The Contractor will directly interface with the TCP/IP-based network that is currently in use by the City's Department of Business and Information Services (BIS). The front-end hardware platform being used to manage the data communications network is a Compaq Proliant 3000 server running Microsoft NT 4.0. No data compression software is being used.

Data will be transmitted sometime during the hours of midnight-to-7:00 a.m. daily, Tuesday through Saturday (work which was processed by City workers on Monday through Friday). However, any data transmissions will be over the Contractor's transmission line, and any expenses incurred to install such line into BIS's equipment will be at the Contractor's expense.

(2) in the event of direct electronic file transmission failure, an alternative transmission medium will be provided to send customer account billing data to the Contractor. At present, customer account billing data is provided on readable Compact Disks sent via overnight courier, at the Contractor's expense.

The Contractor must make arrangements for the pick-up of the alternative transmission medium with an overnight courier service. There are about seven-to-eight media sent out per week, Monday through Friday. The Contractor must provide the Water Department with their courier service account number. If the Contractor can provide in-house, or local messenger services, then overnight express delivery service is not necessary. After any reusable alternate transmission media have been used, they will be sent back to the Department of Water Management, once per week, at the Contractor's expense.

The Department of Water Management will transmit all customer related accounting and billing data and the mailing date for each batch of accounts to the Contractor using one of the above modes.

Because meter reading information is obtained daily, data cannot be held for a consolidated mailing. Billing data must be processed and mailed within 24-hours of receipt by the Contractor.

### **12.3. PRINTING SPECIFICATIONS**

Samples of each billing type listed below may be examined by calling George Colon at (312) 747-7976 or Virna Holland at (312) 747-7976.

All art/design work will be developed by the Contractor, emulating existing printed bills. colors, fonts, etc. and be subject to the approval of the Department of Water Management. However, negatives of the Department of Water Management logo (blue framed picture of blue water tower insert in white background water droplet) and the City of Chicago logos (City Seal and City Works Together) are available from the Water Department. Any variations made to the existing art/design work may be rejected. References to the Contractors company name must not appear in the text of any printed items being mailed out to Water Department Bill mailing list names.

All print-stock (bills, envelopes, coupons, and inserts) will be derived from paper containing a minimum of 30% post-consumer waste, will indicate the "Are-cycled" picture logo, and press-run jobs must be printed with soy-based inks with a non-water soluble final printed or, imaged, text.

The Optical Character Recognition (OCR) scan lines do not require magnetic ink to be readable by the Department's of Water Management OCR Reader equipment.

There are four (4) basic printed billing types. Each type is printed with an OCR numeric scan line on the front side (account number side) with a PMS 308 blue screened logo. The four (4) types are:

**METERED & NONMETERED BILLS** ▶ white 24# 12m, 8 2" x 11", 3.25" Horizontal perforation, recycled (minimum 30% recycled paper). Printed and mailed at an approximate rate of 20,000 per week.

**REMINDER NOTICES** ▶ white 24# recycled paper stock, perforation, Blue print with Red print on selected items.

**COUPON BOOKS** ▶ front cover 20 lbs. cardstock chrome coated (KK glossy); white high gloss coated outside; 7-3/16"x 2-3/4" with die-cut window; printed on 2-sides; PMS 308 blue ink both sides.

▶ page one is the mail-to-address information page: 1/4" left tab; vertical perforation at the right of the 1/4" tab; 6"x 7/8"x 2-3/4" sheet; printed on 1-side; black ink, with CASS certified bar code lines for zip code processing of the addressee's address, to appear through the die-cut cover window, and the outer mailing envelope window.

▶ page two is an ADDRESS CHANGE INFORMATION sheet: 1/4" left tab; vertical perforation at the right of the 1/4" tab; 6"x 7/8"x 2-3/4" sheet; printed on 1-side; PMS 308 blue ink.

▶ page three is gummed labels, a 6"x 2-3/4" sheet; 1-3/16" left tab; printed on 1-side; PMS 308 blue ink; 12 labels per sheet, each label is vertically and horizontally perforated at 18 tpi; each individual label: 2"x 11/16". There is a data field which flags, or cues the computer to print the payment amount per coupon, the various payment due-dates, and the number of coupons per book. There are approximately 100 to 150 books printed per week; each run contains varying quantities of coupons. Up to 12 coupons can be included in a payment book. Typically, there are 6 to 12 coupons per book. If 12 coupons are included in the book, then a second set of labels shall follow. The City will not be combining coupon books into group-runs of like-quantity-coupons per book, (i.e., one week's run may be mixed, and thus contain books needing 12 coupons mixed-in with some books needing 6 coupons. Remittance address on labels: Department of Water Management, P.O. Box 6330 Chicago, Illinois 60680-6330.

▶ pages following the labels are the perforated payment pages: white paper stock 24# 3/16" left tab; two vertical perforations: one at the right of the 3/16" tab at 17 tpi. the second perforation is 1" to the right of the first perforation at 17 tpi; 7"x 2-3/4" payment page; printed on 1-side; black ink for variable data, PMS 308 blue ink for field headings and City of Chicago Works Together logo.

▶ back cover 20 lbs. cardstock: white high gloss coated outside, card stock 7-3/16"x2-3/4".

▶ Coupon books are saddle-stitch booked. with two wire staples, and stapled ends are tape-covered.

There are three (3) types of window envelopes:

**MAILING ENVELOPE -24#**

metered bills, non-metered bills, reminder notices, return envelopes, and inserts, are mailed-out to customer in this envelope.

Printed text must be in PMS 308 blue, one-sided; upper left with City Seal and Department of Water return address; lower left with CHICAGO WORKS TOGETHER logo; upper right stamp area, text must be centered, in bordered-box, to read: APRE-SORTED FIRST CLASS MAIL U.S. POSTAGE PAID CITY OF CHICAGO". METERED BILLS are mailed out six (6) times, or "cycles", per year. Another occasion when the MAILING ENVELOPE may be used, would be when an insert (e.g. Graffiti Removal flyer) needed to be enclosed along with one of the other five METERED BILL mailings. The METERED BILL and the insert would then be mailed together in a MAILING ENVELOPE.

**RETURN ENVELOPE -20#**

customer encloses payment in this envelope and mails to Department of Water Management. Printed text must be in PMS 295 blue, one-sided; upper left will contain Department of Water, P.O. Box 6330, Chicago, Illinois 60680-6330; upper-right stamp area, text must be centered, in bordered-box, to read: PUT STAMP HERE The Post Office will not deliver mail without postage". The bottom area must have the Department of Water Management, P. O. Box 6330, Chicago, Illinois 60680-6330, bar code address printed in any ink acceptable to the Post Office standards, and the upper area (to the left of the stamp area) must also have the appropriate bar codes.

**COUPON MAILER ENVELOPE -24#**

coupon books are mailed out in these plain windowed envelopes.

There are miscellaneous flyers and inserts which are to be periodically printed by the Contractor and inserted along with the water bill. Examples are described below. Printed text is black ink printed on low-quality 20# white paper. The negative and artwork for the flyers will be developed by the Department of Water Management and sent to the Contractor. A proof of the flyer must be sent to the Department of Water Management for approval.

Examples:

GRAFFITI NOTICE 3-1/8" x 6"  
NOTE FROM MAYOR 6"x 3-1/2"

All detachable, or the return payment portion of the bill (which is ultimately returned by the recipient to the City of Chicago Water Department for processing) is identified by the City Department of Water logo and City Seal, and must contain the account number, location of premises, gross amount due, net amount due, due date, and must contain an OCR scannable information line readable by the Department of Water Management. Remittance Processing System equipment. The Department of Water Management will furnish the information for the check-digit.

The recipient's (customer's) retainable side of the metered bill, non-metered bill, and reminder notice is to contain: Water Department's telephone number, Office hours, type of account, and other customer-specific information.

**12.4. MAILING SPECIFICATIONS**

All mailing pieces must comply with U.S. Postal regulations regarding length, width, thickness weight, postage amount, pre-sort mandates, include the Zip+4 format, and CASS certified bar codes, where applicable. All mailings must be processed in the most cost effective and expeditious manner possible to ensure that the mailings are sent through the Post Office no later than the mailing date.

(Nowhere in the postmark will there be a reference to a location other than Chicago, Illinois.)  
The Water Department must be notified immediately of any production and/or mailing delays and/or irregularities.

## 12.5. POSTAGE

The postage charges necessary to mail out the water bills will be paid for by the Department of Water Management. However, the Department of Water Management will submit the check to the Contractor, who will then be responsible for paying all postal charges directly to the U.S. Post Office. A postage account with the Post Office will be established by the Contractor in the City's name. The Contractor must provide the Department of Water Management with a U.S. Post Office receipt marked "paid" for all water bills delivered and mailed. This receipt should contain the mailing date, number of bills mailed and the transmission date of the corresponding file.

## 12.6. BILL RE-MAKES

If, for any reason billing data for any given day needs to be re-entered, printed, and re-processed, then the Contractor must do so within twenty-four (24) hours of receiving the new billing data. If the need to re-process the bills was due to City personnel error, then the normal charges for the bill re-makes will be incurred by the Department of Water Management. the Contractor will incur all expenses due to its error.

## 12.7. BILL CANCELLATIONS

The Department of Water Management reserves the right to cancel selected bills before they are produced, at no charge. The Contractor will be notified of bills to be canceled, by fax or overnight express mail. It is understood by the City that the overall turnaround time of that days work may be affected if bills to be canceled exceed one hundred (100) per day.

Bill cancellations, after bills have been processed, will be paid for by the City at the regular bid contract price for the processed bills.

## 12.8. CHANGES IN SPECIFICATIONS

Pricing for any changes initiated by the **Department of Water Management** which result in print layout changes, artwork, processing, and/or software changes for the Contractor, will be submitted to the **Department of Water Management** for review and approval. Upon approval of the changes by the Water Department, the cost for the change will be submitted to the **Department of Water Management** and Procurement Services Department for approval as an Unspecified Service, in the form of a task form or contract modification. Upon approval of the modification, the change will be incorporated into the contract for payment.

## 12.9. WEEKLY REPORTS

The Contractor must provide a summary of all mailings to the **Department of Water Management** on a weekly basis at no extra charge.

The Contractor will be required to provide the **Department of Water Management** with a weekly report showing the beginning balance in the postage account, the number of pieces for each type of mailing, postage used, and the ending balance for each reporting period. The information to be provided:

TYPE OF MAILING (metered bill, non-metered bill, coupon books, etc.)  
REPORTING PERIOD DATES  
DATA TRANSMISSION DATE (when the City transmitted the billing data to the Contractor)  
PRODUCTION DATE (when the Contractor printed, sorted, stuffed, etc. the mailings)  
MAILING DATE (when the Contractor delivered the mailing batches to the Post Office)  
TOTAL PIECES MAILED (for each data transmission batch)  
TOTAL PIECES MAILED (during the reporting period)  
PRE-SORTED BULK PIECES (including price per piece qualified to be mailed in bulk)  
NON-PRE-SORTED BULK PIECES (including price per piece not qualified to be mailed in bulk)

POSTAGE USED (dollar amount of total postage used for each data transmission batch)  
POSTAGE BALANCE (beginning and ending balance of total postage remaining)

#### **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

**City of Chicago**  
**Catalog RFQ - No Group Lines**

**RFQ Header Information**

Please Respond By 12/31/04  
 RFQ Number 1369  
 Ship To Location 087-1010 DEPAUL 501  
 For More Information Please Contact SONJI WARD

RFQ Description Printing and Mailing of Water Bills  
 Special Instructions  
 Your Quote Is Effective as of 12/31/04  
 RFQ Status In Process

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

**RFQ Header Details**

Contract Type WORK SERVICES / FACILITIES MAINT.  
 Target Market NO  
 Advertise Date  
 WEB BID Edit Rules ANY  
 Specification 29884  
 Procurement Type BID  
 Bid Deposit Required

**Compliance Officer**

**Compliance Type Description**

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	16.90 %
Women Owned Business Enterprise	Target Percentage Rate	4.50 %

City of Chicago  
Catalog RFQ - No Group Lines

Line #	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mir	Comments
1	Work Services	9665557101	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - METERED BILLS	Thousand	1000	\$ 60.00	(N/A)	\$ 60,000.00	(N/A)	
2	Work Services	9665557201	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - NON-METERED BILLS	Thousand	730	\$ 60.00	(N/A)	\$ 43,800.00	(N/A)	
3	Work Services	9665557301	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - REMINDER NOTICES	Thousand	575	\$ 60.00	(N/A)	\$ 34,500.00	(N/A)	
4	Work Services	9665557401	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - COUPON BOOKS	Per Hundred	60	\$ .90	(N/A)	\$ 54.00	(N/A)	
5	Work Services	9665557501	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - MAILING ENVELOPE	Thousand	1100	\$ 15.00	(N/A)	\$ 16,500.00	(N/A)	
6	Work Services	9665557601	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - RETURN ENVELOPE	Thousand	1760	\$ 13.00	(N/A)	\$ 22,880.00	(N/A)	
7	Work Services	9665557701	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - COUPON MAILER ENVELOPE	Per Hundred	60	\$ 1.30	(N/A)	\$ 78.00	(N/A)	
8	Work Services	9665557801	96655	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - MISCELLANEOUS FLYERS AND INSERTS	Thousand	220	\$ 8.94	(N/A)	\$ 1,966.80	(N/A)	

Total Price \$ 179,778.80

60,000.00  
 43,800.00  
 34,500.00  
 54.00  
 16,500.00  
 22,880.00  
 78.00  
 1,966.80

## 14. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT



The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

### WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

### GENERAL INFORMATION

Date this EDS is completed: 3/1/05

- A. **Entity that is submitting this EDS?** That individual or entity will be the "Undersigned" throughout this EDS. Miami System

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe

whether the section you are completing applies only to Applicants.

Check here if the Undersigned is filing this EDS as an Applicant.

Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:

\_\_\_\_\_

B. Business address of the Undersigned:

1000 Alliance Rd  
Cincinnati OH 45242

\_\_\_\_\_

C. Telephone 513 793 0110 Fax 513 792 1987

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

D. Name of contact person: Dan McGuire

E. Tax identification number (optional): 

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Water bill Printing & Mailing  
Spec # 29884

\_\_\_\_\_

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification No. 29884 and Contract No. {{CONTRACTNUMBER}}

I. If not a procurement:

1. City Agency requesting EDS:

\_\_\_\_\_

2. City action requested (e.g. loan, grant, sale of property):

\_\_\_\_\_

3. If property involved, list property location:

\_\_\_\_\_

**14.1. SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
- Limited Liability Company

- Business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes  No
- General partnership
- Other entity (please specify)
- Limited partnership \_\_\_\_\_

- 2. State of incorporation or organization, if applicable Ohio
- 3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?  
 Yes  No  N/A

**B. ORGANIZATION INFORMATION**

1. IF THE UNDERSIGNED IS A CORPORATION:  
 a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title
<u>Sam Peters</u>	<u>President</u>
	<u>No Directors</u>

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
Sam Peters	Miami Systems 10001 Alliance Ln Cincinnati OH 45242	100%

IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business Address
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b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

Name	Business Address	Percentage Interest
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5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

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Name	Business Address	Percentage Interest
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**14.2. SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.
2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means 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; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares 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" does 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.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14.3. SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name*	Business Address	Relationship to Undersigned**	Fees***
Design/Americom	Chicago	MBE	\$30,000 - 16.9% est
Trade Envelopes, Inc.	Carol Stream, IL		\$8,100 - 4.5% est

\* Indicate whether retained or anticipated to be retained

\*\* Attorney, lobbyist, etc.

\*\*\* Indicate whether paid or estimated

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

14.4. SECTION FOUR: CERTIFICATIONS

I. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. Note: This may include individuals disclosed in Section One (Disclosure SPECIFICATION: 29884, PRINTING OF WATER BILLS, Page 69 of 84

of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.

2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).

4. There are no Substantial Owners.

### III. FURTHER CERTIFICATIONS

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (Living Wage Ordinance).

C The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

A. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

is

is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

B. If the Undersigned IS a financial institution, then the Undersigned pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

**14.5. SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

### III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes     No     N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes     No     N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes     No     N/A

### 14.6. SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:

1. Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
2. Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a) any cash gift or any anonymous gift; and
  - b) any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
3. Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.

4. Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
5. Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
6. Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.
7. Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

#### **14.7. SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

#### **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Miami Systems Corp  
(Print or type name of individual or legal entity submitting this EDS)

Date: 3/3/05

By:

[Signature]  
(sign here)

Print or type name of signatory:

Rick Martin

Title of signatory:

National Sales Manager - DPCS

Subscribed to before me on [date] 3/3/05, at Hamilton County, Ohio [state].

[Signature]

Commission expires: 8-11-2006

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with \_\_\_\_\_ [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

\_\_\_\_\_  
(Print or type name of individual or legal entity submitting this recertification)

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
(sign here)

Print or type name of signatory:  
\_\_\_\_\_

Title of signatory:  
\_\_\_\_\_

Subscribed to before me on [date] \_\_\_\_\_, at \_\_\_\_\_ County, \_\_\_\_\_ [state].

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

Commission expires: \_\_\_\_\_



Date: 1/21/05

**ADDENDUM No: 1**  
to  
**Printing and Mailing Services of Waterbills**

**SPECIFICATION NO: 29884      RFQ NO: 1369**

For which bids are scheduled to be opened in the Bid and Bond Room, Room 301, City Hall, Chicago, Illinois at 11:00 AM, on:

**Tuesday, January 25, 2005**

**ADDENDUM**

**change**

- 1) The original Bid Opening Date for Tuesday, January 25, 2005, has been postponed.  
The new Bid Opening Date for Specification No. 29884 is Wednesday, February 16, 2005.

**Addition**

- 2) Add the following BIDDER QUALIFICATIONS clause to the Detailed Specifications:

The Lowest responsive and responsible Bidder must NOT sub-contract any of the printing or proof-making elements of this specification. No brokers or jobbers of any bidder having no printing equipment, as would be necessary to print City Business License Forms as described herein, will be considered responsive.

The Department of Water Management and the Chief Procurement Officer reserve the right to perform site visits to the Bidder's printing facility, in order to assess the Bidder's compliance with these requirements. In addition, the Bidder must submit a plan describing the operations and manpower necessary to provide the work required in this specification. The Chief Procurement Officer will have final authority to decide the Bidder's compliance with these requirements.

**change**

- 3) The subtitles entitled "Mailing Envelope", "Return Envelope" and "Coupon Mailer Envelope" listed under the PRINTING SPECIFICATIONS clause listed on page 58 of the Detailed Specification will be replaced with the following:

**MAILING ENVELOPE -10#**  
**WEIGHT #24**  
**SIZE 4 1/8 X 9 1/2**

►metered bills, non-metered bills, reminder notices, return envelopes, and inserts, are mailed-out to customer in this envelope.

Printed text must be in PMS 308 blue, one-sided; upper left with City Seal and Department of Water return address; lower left with CHICAGO WORKS TOGETHER logo; upper right stamp area, text must be centered, in bordered-box, to read: APRE-SORTED FIRST CLASS MAIL U.S. POSTAGE PAID CITY OF CHICAGO". METERED BILLS are mailed out six (6) times, or "cycles", per year. Another occasion when the MAILING ENVELOPE may be used, would be when an insert (e.g. Graffiti Removal flyer) needed to be enclosed along with one of the other five METERED BILL mailings. The METERED BILL and the insert would then be mailed together

in a MAILING ENVELOPE.

**RETURN ENVELOPE 20#**  
**WEIGHT #20**  
**SIZE 3 ½ X 8 ½**

▶customer encloses payment in this envelope and mails to Department of Water Management. Printed text must be in PMS 295 blue, one-sided; upper left will contain Department of Water, P.O. Box 6330, Chicago, Illinois 60680-6330; upper-right stamp area, text must be centered, in bordered-box, to read: PUT STAMP HERE The Post Office will not deliver mail without postage". The bottom area must have the Department of Water Management, P.O. Box 6330, Chicago, Illinois 60680-6330, bar code address printed in any ink acceptable to the Post Office standards, and the upper area (to the left of the stamp area) must also have the appropriate bar codes.

**COUPON MAILER ENVELOPE 24#**  
**WEIGHT #24**  
**SIZE 3 ½ X 8 ½**

▶coupon books are mailed out in these plain windowed envelopes.

There are miscellaneous flyers and inserts which are to be periodically printed by the Contractor and inserted along with the water bill. Examples are described below. Printed text is black ink printed on low-quality 20# white paper.

The negative and artwork for the flyers will be developed by the Department of Water Management and sent to the Contractor. A proof of the flyer must be sent to the Department of Water Management for approval.

Examples:

GRAFFITI NOTICE 3-1/8" x 6"  
NOTE FROM MAYOR 6"x 3-1/2"

All detachable, or the return payment portion of the bill (which is ultimately returned by the recipient to the City of Chicago Water Department for processing) is identified by the City Department of Water logo and City Seal, and must contain: the account number, location of premises, gross amount due, net amount due, due date, and must contain an OCR scannable information line readable by the Department of Water Management. Remittance Processing System equipment. The Department of Water Management will furnish the information for the check-digit.

The recipient's (customer's) retainable side of the metered bill, non-metered bill, and reminder notice is to contain: Water Department's telephone number, Office hours, type of account, and other customer-specific information.

**THE BIDDER WILL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN  
THE SPACE PROVIDED ON THE EXECUTION SIGNATURE PAGE.**

City of Chicago  
Department of Procurement Services  
EJG/sw

Eric J. Griggs  
Chief Procurement Officer

**16. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received **Specification No. 29884** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

BUSINESS NAME:

\_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS:

\_\_\_\_\_  
(Print or Type )

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_

**SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP**

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature:  
\_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me by each of the foregoing individuals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

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

Commission Expires: \_\_\_\_\_

**17. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR**

The undersigned, hereby acknowledges having received **Specification No. 29884** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR:

\_\_\_\_\_  
(Signature )

DOING BUSINESS AS:

\_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS:

\_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by \_\_\_\_\_ (name/s of person/s)

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

(Seal)

Commission Expires: \_\_\_\_\_

**18. PROPOSAL ACCEPTANCE**

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

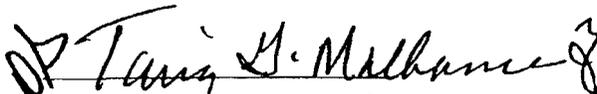
Total Amount of Contract: \$ 179,778.80 D.U.R.

Fund Chargeable: 

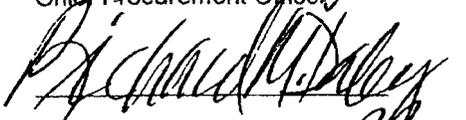
Approved as to form and legality:

**LAW NOT REQUIRED**

Assistant Corporation Counsel

  
\_\_\_\_\_  
City Comptroller

  
\_\_\_\_\_  
Chief Procurement Officer

  
\_\_\_\_\_  
Mayor

Contract Awarded and Released on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(REV. 6/30/2000)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

Acordia

513-333-0909

1014 Vine Street, Suite 1100  
Cincinnati, OH 45202-1195

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Federal Insurance Company

COMPANY B

COMPANY C

COMPANY D

INSURED

Miami Systems Corp.

10001 Alliance Road  
Blue Ash OH 45242-4708

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	35775784CIN	4/28/04	4/28/05	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ 10000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	0473512225	4/28/04	4/28/05	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	79806513	4/28/04	4/28/05	EACH OCCURRENCE \$ 500000 AGGREGATE \$ 500000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	0471709746	6/28/03	6/28/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500000 EL DISEASE - POLICY LIMIT \$ 500000 EL DISEASE - EA EMPLOYEE \$ 500000

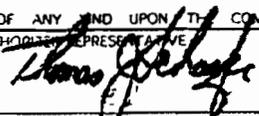
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE





September 30, 2008

Mr. Hugo Zapato Martinez  
City of Chicago  
Department of Procurement Services  
City Hall, Room 403  
121 North LaSalle Street  
Chicago, IL 60602

Dear Hugo:

RE: Specification #: 29884, Contract #: 9822 and Description: Printing and Mailing Services of Water Bills

In March 2008, Digital Print Communication Services Division (DPCS) of Miami Systems Corporation was acquired by WorkflowOne, with headquarters in Dayton Ohio. All active contracts and production assets were a part of this purchase, as well as the production personnel and facilities. From the service perspective, this change will be transparent to you, as all of the key personnel are still in place. I am still your Contract liaison and Digital Sales Specialist for current and future Digital Print solutions.

However, in accordance with the terms of our standard agreement, we are required to notify you, in writing, of any reassignment of your contract(s). Therefore, this letter is to notify you that your existing and future digital print contracts will be assigned to WorkflowOne Digital Solutions. Attached I have provided a W-9 with all the proper detail as you have requested.

By signing below and returning this letter to me you are signifying your acceptance and approval of the assignment of your contracts and projects to WorkflowOne Digital Solutions Group. Should there be any questions, please feel free to call me directly at 937-630-5923 or on my cell phone at 513-325-8857. This letter can be signed and faxed back to me at 877-399-5327.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Scully".

Tim Scully  
VP Sales Digital Solutions  
WorkflowOne



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### Contract Details

**Contract (PO) Number:** 18505  
**Specification Number:** 29884  
**Award Date:** 10/10/2008  
**Original Award Amount:** Up To \$1,425,000.00  
**Current Award Amount:** DUR [View Payment Details](#)  
**Vendor Name:** [WORKFLOW ONE](#)  
[Show all contracts for this vendor](#) | [Show all disclosures for this vendor](#)  
**Description:** PRINTING AND MAILING OF WATER BILLS (TRANSFERED FROM OLD PO 9822)  
**Buyer Name:**  
**Target Market:** No

[Department of Procurement Services](#)

### Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

[Department of Finance](#)

[FAQ](#)

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
18505	<a href="#">18505 - D1</a>	10/10/2008	11/01/2005	10/31/2010	Up To \$1,425,000.00

[Contact Info](#)

### Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
185053	PRINTING AND MAILING OF WATER BILLS (TRANSFERED FROM OLD PO 9822)		10/28/2010	11/01/2005	10/31/2011	DUR
185054	PRINTING AND MAILING OF WATER BILLS (TRANSFERED FROM OLD PO 9822)		07/14/2011	11/01/2005	04/29/2012	DUR
185055	PRINTING AND MAILING OF WATER BILLS (TRANSFERED FROM OLD PO 9822)		09/09/2011	11/01/2005	04/29/2012	\$386,366.00
185057	PRINTING AND MAILING OF WATER BILLS (TRANSFERED FROM OLD PO 9822)	<a href="#">185057 - D1</a>	04/30/2012	11/01/2005	04/29/2013	\$260,000.00

## Modification Summary Report

**Contract (PO) Number:** 18505

**Modification Revision Number:** 7

**Specification Number:** 29884

**Name of Contractor:** WORKFLOW ONE

**City Department:** DEPT OF WATER

**Title of Contract:** PRINTING AND MAILING OF WATER BILLS  
(TRANSFERED FROM OLD PO 9822)

<u>Mod Req Number</u>	<u>Mod Reason</u>	<u>Description</u>
69291	TIME EXTENSION	WorkflowOne PO# 18505: Additional 12-month extension, from 4-29-2012 through 4-30-2013, or until a new contract is awarded; whichever comes first. Vendor Limit increase in the amount of \$260,000 for anticipated expenses during xtn period.

**Term of Contract: Start Date:** 11/1/2005

**End Date:** 4/29/2013

**Procurement Services Contact Person:** ROBERT KELLY

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

**Vendor Number:** 52079021

**Submission Date:**

6.21.12



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Date: 12

Timothy Scully, Business Development Director  
The Relizon Company dba Workflow One  
5655 Anna Joe Court  
Cincinnati, Ohio 45233

Subject: Printing and Mailing of Water Bills  
Specification Number: 29884  
Contract Number: 18505  
Modification Number: 89291  
Re: One (1) Year Contract Extension

Dear Mr. Scully:

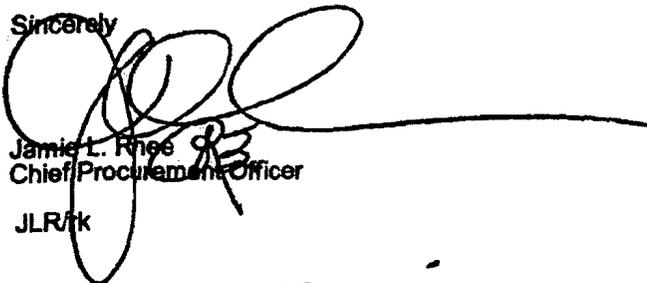
The City of Chicago Department of Revenue is requesting a one (1) year time extension for the Printing and Mailing of Water Bills Contract. This Contract extension will be effective April 30, 2012 through April 29, 2013 or until a new contract is awarded, whichever is earlier, in accordance with Section 4.21 "Modifications and Amendments", of the Special Conditions.

If your firm is agreeable to this one (1) year extension of the subject Contract, the following documentation must be provided.

- 1) Contract Modification – the firm's President must sign on the appropriate line. If someone other than the President signs this form, then please attach a copy of your Corporate Resolution which indicates that signer's authority to sign on behalf of the Corporation; and return the form intact.
- 2) Updated insurance certificate naming the City of Chicago as an additional insured.
- 3) Your contract requires that you notify the City of any changes in ownership. Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing, which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>.

We request that you respond with the above requested documents within seven (7) calendar days from the date of receipt of this notice. A formal Contract Modification is attached for your signature to finalize acceptance of the Contract Modification. If you have any questions, or require further assistance, please contact Robert Kelly, Contract Negotiator, at (312) 742-9473, [Robert.Kelly@cityofchicago.org](mailto:Robert.Kelly@cityofchicago.org).

Sincerely



Jamie L. Rhee  
Chief Procurement Officer

JLR/fk

cc: File (Spec No. 29884)

**CITY OF CHICAGO  
BLANKET PURCHASE ORDER  
MODIFICATION**

Original (DPS)  
Reprint

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
4/30/2012	87	18505	29884	52079021	A	11/1/2005	4/29/2013	1

**BUYER:**

29035 ROBERT KELLY 312-742-8473

**ORDERED FROM:**

WORKFLOW ONE  
220 E. MONUMENT (EFT)  
DAYTON, OH 45402

## MODIFICATIONS

THIS IS NOT A NEW CONTRACT. THE QUANTITIES, UNIT COSTS AND EXTENDED TOTAL COSTS LISTED BELOW INCLUDE THE ORIGINAL AND ALL MODIFICATIONS TO THIS CONTRACT TO DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

**PO DESCRIPTION: PRINTING AND MAILING OF WATER BILLS (TRANSFERED FROM OLD PO 9822)**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
1	9665557101	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - METERED BILLS	Thousand	69.72
2	9665557201	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - NON-METERED BILLS	Thousand	69.72
3	9665557301	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - REMINDER NOTICES	Thousand	69.72
4	9665557401	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - COUPON BOOKS	Per Hundred	1.05
5	9665557501	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - MAILING ENVELOPE	Thousand	17.43
6	9665557601	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - RETURN ENVELOPE	Thousand	15.11
7	9665557701	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - COUPON MAILER ENVELOPE	Per Hundred	1.51
8	9665557801	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - MISCELLANEOUS FLYERS AND INSERTS	Thousand	10.39
9	9155810750	MAILING SERVICES - ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO 3RD PARTY MISCELLANEOUS FLYERS AND INSERTS SIZES 3 X 5 TO 8.5 X 3-2/3	Thousand	2.91
10	9665557110	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - FOUR-COLOR METER-SAVE LOGO ON FRONT OF NON-METER BILL	Each	0.02
11	9665557120	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - FOUR-COLOR METER-SAVE LOGO ON BACK OF NON-METER BILL	Each	0.02
12	9665557130	PRINT, MAIL, AND ADMINISTER THE PRODUCTION AND MAILING OF CHICAGO - FOUR-COLOR METER-SAVE LOGO ON FACE OF NON-METER BILL OUTGOING ENVELOPE	Each	0.04
13	9155810330	MAILING SERVICES - POSTAGE COST REIMBURSEMENT, ACTUAL POSTAGE PAID BY VENDOR TO USPS, AT COST FOR POSTAGE ONLY, FOR CITY BUSINESS MAILINGS MAILED UNDER CONTRACT. ALL MAILING-COST SUPPORT DOCUMENTATION PROVIDED BY VENDOR.	USD	0.00

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  
DEPARTMENT OF PROCUREMENT SERVICES  
CONTRACT MODIFICATON #2**

**Specification No.:** 29884  
**Contractor:** Workflow One, LLC  
**Modification No.:** 69291  
**Original Contract Award:** \$179,778.80 DUR  
**Plus or Minus:** \$ 260,000.00.

**Contract No.:** 18505  
**Vendor No.:** 349777  
**Current Contract Value:** \$1,811,366.00  
**\*Adjusted Contract Value:** \$2,071,366.00

This "Modification" is made and entered into effective as of MAY 1, 2012 by and between the CITY OF CHICAGO ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Finance ("Department"), at Chicago, Illinois, and Workflow One, LLC, as assigned from the Relizon Company, ("Contractor").

**WHEREAS**, the CITY and CONTRACTOR have heretofore entered into an agreement for "Printing and Mailing of Water Bills" dated the 1<sup>st</sup> day of November, 2005 [hereinafter referred to as the Contract] whereby the Contractor provide for "Printing and Mailing of Water Bills" therein set forth for the City; and

**WHEREAS**, the Contract will be extended effective April 30, 2012 and end April 29, 2013 or until a new Contract is awarded, whichever comes first.

**WHEREAS**, the City of Chicago, Department of Finance intends to increase the vendor limit amount \$260,000.00 to \$2,071,366.00 for the remainder of the term of this Contract.

**NOW THEREFORE**, In consideration of the provisions and conditions set forth in the Contract, the parties hereto do mutually agree to amend the Contract as hereinafter set forth.

It is further agreed by and between the parties hereto that the sole modifications of, changes in, and amendments to the agreement are as follows:

The following additional and revised terms comply with the terms and conditions and are hereby incorporated into the above referenced Contract:

1. **Section 1, DEFINITIONS, Department** is deleted and replaced in its entirety with the following:

**"Department"** means the Department of Finance, City of Chicago

2. **Section 3, GENERAL CONDITIONS**, is amended by adding a new **Section 3.30 FIRMS OWNED OR OPERATED BY INDIVIDUALS WITH DISABILITIES** as follows:

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.

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.

3. **Section 3, GENERAL CONDITIONS**, is amended by adding a new **Section 3.31 SUBCONTRACTOR PAYMENTS** as follows:

The Contractor will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the Contractor for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each Subcontractor. The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>.

4. **Section 3, GENERAL CONDITIONS**, is amended by adding a new **Section 3.32 PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER 2011-4** as follows:

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. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 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. 2011-4 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.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

**5. Section 3, GENERAL CONDITIONS, is amended by adding a new Section 3.33 INDEPENDENT CONTRACTOR as follows:**

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

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

(i) The City will not be liable under or by reason of this Contract for the payment of

any compensation award or damages in connection with the Contractor performing the Services required under this Contract.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

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

**(c) SHAKMAN**

(i) The City is subject to the May 31, 2007 Order entitled Agreed Settlement Order and Accord (the Shakman Accord) and the August 16, 2007, City of Chicago Hiring Plan (the City Hiring Plan) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the

support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office. Contractor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

- (iv) In the event of any communication to Contractor by a City employee or City official in violation of Section 3.33(c)(ii) above, or advocating a violation of Section 3.33(c)(iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

6. **Section 3, GENERAL CONDITIONS,** is amended by adding a new **Section 3.34 INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL** as follows:

It is the duty of any bidder, proposer or Consultant, all subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code. All subcontracts must inform subcontractors of the provisions and require understanding and compliance with them.

7. **Section 3, GENERAL CONDITIONS,** is amended by adding a new **Section 3.35 INELIGIBILITY TO DO BUSINESS WITH THE CITY OF CHICAGO** as follows:

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 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Agreement."

**8. Section 4, SPECIAL CONDITIONS, Section 4.6 INVOICES is deleted in its entirety and replaced with the following:**

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

#### **INVOICES**

City of Chicago, Office of the City Comptroller  
33 N. LaSalle St., Room 700  
Chicago, IL 60602

**OR**

Via email to: [INVOICES@cityofchicago.org](mailto:INVOICES@cityofchicago.org) with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

**9. Section 4, SPECIAL CONDITIONS Section 4.9 LIVING WAGE ORDINANCE, Subsection C is deleted and replaced in its entirety with the following:**

**As of July 1, 2011, the Base Wage is \$11.18 per hour. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. 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.**

**10. Section 4, SPECIAL CONDITIONS, Section 4.12 LOCAL BUSINESS PREFERENCE is deleted in its entirety and replaced with the following:**

**For purposes of this provision, a "Chicago Business" is an entity which: (1) has meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago; (2) reports to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force; (3) holds appropriate City of Chicago business license(s) (if such license(s) are required for the business); and (4) is subject to applicable City of Chicago taxes. City of Chicago taxes include, but are not limited to, employer's expense tax pursuant to Section 3-20-030 of the Municipal Code (if the business has fifty or more employees). Any entity desiring the Chicago Business designation must submit, at the time of bid, a completed, signed and notarized Affidavit of Chicago Business in the form that is included in this bid document as Section 13 ("Affidavit"). Failure to submit a properly completed Affidavit at the time of bid will result in the entity not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted in an Affidavit but is under no obligation to do so. The Chief Procurement Officer's determination as to whether an entity qualifies for designation as a Chicago Business shall be final.**

**If a bidder is a joint venture, partnership or other business combination consisting of more than one entity (collectively, "joint venture"), and all entities comprising the joint venture (collectively, "members") are designated Chicago Businesses in accordance with the above paragraph, the joint venture will be deemed to be a Chicago Business. Where not all joint venture members are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Business members hold at least a fifty percent (50%) interest in the joint venture. Chicago Business members have a fifty percent (50%) interest in the joint venture only if the Chicago Business member(s) directly hold(s) a fifty percent ownership interest in the joint venture and either: (A) the Chicago Business member(s) directly employ(s) fifty percent or more of the workforce performing the duties that the joint venture will self-perform, including but not limited to management of the joint venture itself, or (B) the Chicago Business member(s), as direct subcontractor(s) to the joint venture, perform(s) work or services equal to fifty**

percent or more of the amount of the bid. Joint venture bidders whose members are NOT all Chicago Businesses must submit with their bids a copy of the signed joint venture agreement, copies any subcontracts with the Chicago Business members, and such other information as they deem relevant and necessary to establish their eligibility for the Chicago Business designation in accordance with this paragraph. Failure to submit such information at the time of bid will result in the joint venture not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted by a joint venture bidder but is under no obligation to do so. The Chief Procurement Officer's determination as to whether a joint venture qualifies for designation as a Chicago Business shall be final.

In the event that there are bids both from Chicago Businesses and bidders that are not Chicago Businesses, the Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is a Chicago Business, provided that such bid price does not exceed by more than two percent (2%) the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is not a Chicago Business.

**THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.**

Contract No.: 18505  
Specification No.: 29884  
Vendor Name: Workflow One, LLC WORKFLOWONE LLC  
Total Amount (Value): \$2,071,366.00  
Fund Chargeable: 012-0200-27-2020-0140-220140

By: Thomas J. Kacnis 4/27/12  
Its: VICE PRESIDENT & CEO  
Attest: \_\_\_\_\_



State of OHIO  
County of MONTGOMERY

This instrument was acknowledged before me on this 27<sup>th</sup> day of April,  
2012 by Thomas J. Kacnis, as President (or other authorized officer) and  
as Secretary of Workflow One LLC  
(Corporation Name).

(Seal)  
Margaret M. Kuepp  
Notary Public Signature  
Commission Expires: May 7, 2015

CITY OF CHICAGO  
Rahm Emanuel  
Mayor Date

A. Ald JM 5/30/13  
Comptroller Date

[Signature] JUN 07 2012  
Chief Procurement Officer Date

The Chief Procurement Officer, on behalf of the City of Chicago, with regard to this Contract Amendment/Modification, that the circumstance said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

EXHIBIT 4

**General Conditions**

**GENERAL CONDITIONS  
SUPPLY/SERVICE**

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SUPPLY/SERVICE**

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

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**GC-02            PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

**GC-03                    INSURANCE REQUIREMENTS**

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

**Insurance Requirements of the Contractor**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

**1.        Coverages**

(a)        **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1)        Employers' Liability coverage with a limit of  
          \$500,000 each Accident  
          \$500,000 each Employee  
          \$500,000 Policy Limit for Disease
- 2)        Broad form all states coverage

**GC-03      INSURANCE REQUIREMENTS (CON'T.)**

**(b)      Commercial General Liability Insurance**

- 1)      The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a)      All premises and operations;
- (b)      Broad Form Blanket Contractual Liability;
- (c)      Products/Completed Operations;
- (d)      Broad Form Property Damage Liability;
- (e)      Cross Liability.

**(c)      Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1)      Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2)      Uninsured/Motorists: Per Illinois Requirements

**(d)      Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1)      \$2,000,000 each occurrence for all liability
- 2)      \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

**2.      Additional requirements**

**(a)      Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

**(b)      Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

**GC-03            INSURANCE REQUIREMENTS (CON'T.)**

(c)    **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

**GC-04            INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

**GC-05            INDEMNIFICATION**

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

**GC-06            PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-07            PREPAID FEES**

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

**GC-08            TAXES**

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

**GC-09            PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**GC-10            CONTRACTOR CREDITS**

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

**GC-11            DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-12            DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

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

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

**GC-13            COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-14            CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

**GC-15            DELAYS**

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

**GC-16            MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**

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

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

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

**GC-18 COMPLIANCE WITH THE LAWS**

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

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

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

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

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19**            **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1.    **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2.    **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3.    **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V.    **EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this document should be directed to:

LaVerne Hall  
Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street – Room 1020  
Chicago, Illinois 60602  
(312)603-5502

**GC-20**            **MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

**GC-21**            **CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

**GC-22 ACCIDENT REPORTS**

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

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

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

**GC-25 GENERAL NOTICE**

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

**TO THE COUNTY:**

COOK COUNTY CHIEF PROCUREMENT OFFICER  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
Include County Contract Number in all notices)

**TO THE CONTRACTOR:**

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

**GC-26            GUARANTEES AND WARRANTIES**

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

**GC-27            STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

**GC-28            DELIVERY**

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

**GC-29            QUANTITIES**

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

**GC-30 CONTRACT INTERPRETATION**

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

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

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

**GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

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

**GC-32 GOVERNING LAW**

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

**GC-33                    AUDIT; EXAMINATION OF RECORDS**

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**GC-34                    WAIVER**

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

**GC-35                    ENTIRE CONTRACT**

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

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

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

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

**GC-39 COOPERATIVE PURCHASING**

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**GC-40 COOPERATION WITH INSPECTOR GENERAL**

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

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

**END OF SECTION**

EXHIBIT 5

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2012

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

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

<b>PRODUCER</b> MARSH USA, INC. 601 MERRITT 7 NORWALK, CT 06856 Attn: Norwalk.CertRequest@Marsh.com Fax: 212-948-0929  000000-*all-GAWU-12-13	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Prop. Casualty Co. Of America	25674	
<b>INSURER B:</b> N/A	N/A	
<b>INSURER C:</b> Travelers Indemnity Co	25658	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-005750075-17                      **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input checked="" type="checkbox"/> <b>LOC</b>	X		TJ GLSA 8197A826	03/02/2012	03/02/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>			TJCAP8197A814	03/02/2012	03/02/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>  <b>DED</b> <b>RETENTION \$</b>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J UB 8197A771 (AOS) TRK UB 8197A802 (AZ, MA, OR, WI)	03/02/2012 03/02/2012	03/02/2013 03/02/2013	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 COOK COUNTY GOVERNMENT AND CITY OF CHICAGO ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

<b>CERTIFICATE HOLDER</b>  COOK COUNTY GOVERNMENT OFFICE OF THE CHIEF PROCUREMENT OFFICER 118 N. CLARK STREET, ROOM 1018 CHICAGO, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Wayne Hoffmann <i>Wayne Hoffmann</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2012

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

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<b>PRODUCER</b> MARSH USA, INC. 601 MERRITT 7 NORWALK, CT 06856 Attn: Norwalk.CertRequest@Marsh.com Fax: 212-948-0929  000000-*all-GAWU-12-13	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Prop. Casualty Co. Of America		25674
<b>INSURER B:</b> N/A		N/A
<b>INSURER C:</b> Travelers Indemnity Co		25658
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-005750075-17                      **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		TJ GLSA 8197A826	03/02/2012	03/02/2013	EACH OCCURRENCE	\$ 1,000,000	
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			TJCAP8197A814	03/02/2012	03/02/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
	RETENTION \$							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2J UB 8197A771 (AOS)	03/02/2012	03/02/2013	X WC STATUTORY LIMITS	OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	TRK UB 8197A802	03/02/2012	03/02/2013	E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below			(AZ, MA, OR, WI)			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)**  
 COOK COUNTY GOVERNMENT AND CITY OF CHICAGO ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

<b>CERTIFICATE HOLDER</b>  COOK COUNTY GOVERNMENT OFFICE OF THE CHIEF PROCUREMENT OFFICER 118 N. CLARK STREET, ROOM 1018 CHICAGO, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Wayne Hoffmann
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2012

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<b>PRODUCER</b> MARSH USA, INC. 601 MERRITT 7 NORWALK, CT 06856 Attn: Norwalk.CertRequest@Marsh.com Fax: 212-948-0929  000000-*all-GAWU-12-13	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> WORKFLOW HOLDINGS, LLC ATTN: BOB YOUNG 220 EAST MONUMENT AVENUE DAYTON, OH 45402	<b>INSURER A:</b> Travelers Prop. Casualty Co. Of America		25674
	<b>INSURER B:</b> N/A		N/A
	<b>INSURER C:</b> Travelers Indemnity Co		25658
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-005750075-17                      **REVISION NUMBER:** 11

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC	X		TJ GLSA 8197A826	03/02/2012	03/02/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TJCAP8197A814	03/02/2012	03/02/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2J UB 8197A771 (AOS)	03/02/2012	03/02/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
C	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (AZ, MA, OR, WI)			TRK UB 8197A802	03/02/2012	03/02/2013	E.L. EACH ACCIDENT	\$ 1,000,000
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<b>CERTIFICATE HOLDER</b> COOK COUNTY GOVERNMENT OFFICE OF THE CHIEF PROCUREMENT OFFICER 118 N. CLARK STREET, ROOM 1018 CHICAGO, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Wayne Hoffmann <i>Wayne Hoffmann</i>
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**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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

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

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

**Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

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

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

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

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

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

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

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

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

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

Contract #: \_\_\_\_\_

Participation:      Direct            Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No    Yes – Please attach explanation.     Proposed Subcontractor: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

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

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

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

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

SEAL

SEAL

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

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

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

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

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)** *THE MAILINGS CONTAIN SENSITIVE CLIENT DATA AND PAYMENT INFORMATION AND WE WILL NOT UTILIZE A THRD-PARTY TO HANDLE CUSTOMER SENSITIVE DATA.*

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

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

**D. OTHER RELEVANT INFORMATION**

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

## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

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

a) Is Bidder a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No:       X      

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

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

ALL CERTIFICATIONS AND DISCLOSURES ARE TO THE BEST OF  
OUR KNOWLEDGE.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
WorkFlow Holdings, LLC	200 E Monument Ave Dayton, Ohio 45402	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- I state under oath <sup>to the best of my knowledge</sup> that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

THOMAS J. KOENIG  
 Name of Authorized Applicant/Holder Representative (please print or type)

Thomas J. Koenig  
 Signature

THOMAS.KOENIG@WORKFLOWONE.COM  
 E-mail address

VICE-PRESIDENT + CFO  
 Title

5/29/12  
 Date

(937)630-8280  
 Phone Number



Subscribed to and sworn before me this 29 day of MAY, 2012

My commission expires: HAS NO EXPIRATION  
ORC-147.03

X [Signature]  
 Notary Public Signature Attorney-at-Law





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304  
312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* doing business\* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships\* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: THOMAS J. KOENIG Title: VP & CFO

Business Entity Name: WORKFLOW ONE LLC Phone: 937-630-8280

Business Entity Address: 220 E MONUMENT AVENUE, DAYTON, OHIO 45426

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

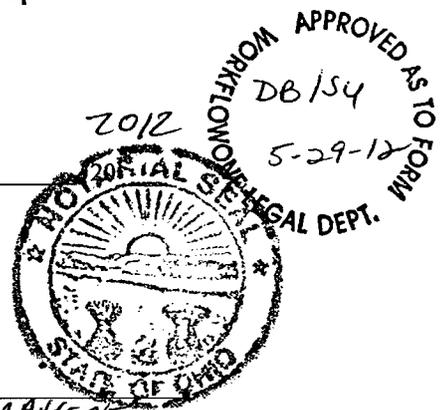
To the best of my knowledge, There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

Thomas J. Koening VP & CFO 5/29/12  
 Owner/Employee's Signature Date

Subscribe and sworn before me this 29<sup>th</sup> Day of MAY  
 a Notary Public in and for Montgomery County, State of OHIO

[Signature] / ATTORNEY-IN-LAW  
 (Signature)



NOTARY PUBLIC SEAL



My Commission expires HAS NO EXPIRATION  
O.R.C. 147.03

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics**  
 69 West Washington Street,  
 Suite 3040  
 Chicago, Illinois 60602

**SIGNATURE BY A LIMITED LIABILITY CORPORATION  
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: WORKFLOWONE LLC

BUSINESS ADDRESS: 220 EAST MANUMENT AVENUE DAYTON OH 45402

BUSINESS TELEPHONE: (877) 735-4966 FAX NUMBER: N/A

CONTACT PERSON: THOMAS J. KOENIG VP + CFO

FEIN: 27-4832210 \* CORPORATE FILE NUMBER: \_\_\_\_\_

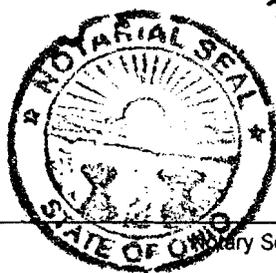
MANAGING MEMBER: THOMAS J. KOENIG MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: *Thomas J. Koenig*  
ATTEST: *Shawn Underwood*

APPROVED AS TO FORM  
5-29-12  
DB/S4  
WORKFLOWONE LEGAL DEPT.

Subscribed and sworn to before me this  
4<sup>th</sup> day of JUNE, 2012

x *Notary* - Attorney-at-Law  
Notary Public Signature



MY COMMISSION HAS NO EXPIRATION - OAC 149.03

- \* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS

OF

WORKFLOW HOLDINGS, LLC

---

Pursuant to Section 18-404(d) of the  
Limited Liability Company Act of the State of Delaware

---

April 5, 2011

The undersigned, being all of the directors comprising the board (the "Board") of Workflow Holdings, LLC, a Delaware limited liability company (the "Company"), hereby consent, by this writing pursuant to Section 18-404(d) of the Limited Liability Company Act of the State of Delaware and Section 4.5 of the Limited Liability Company Agreement of the Company, dated March 2, 2011 (the "LLC Agreement"), to take and adopt the following resolutions and actions without a meeting (the "Consent"), which Consent shall have the same force and effect as a vote at a meeting duly held:

**Employment of Thomas Koenig**

**WHEREAS**, the Company, acting on behalf of itself and its wholly-owned subsidiary WorkflowOne LLC ("WorkflowOne"), desires to take the actions described herein; and

**WHEREAS**, WorkflowOne desires to make an offer of employment to Thomas Koenig to serve as Chief Financial Officer, Vice President and Treasurer of WorkflowOne, pursuant to the general terms and conditions of the attached offer letter ("Offer Letter").

**NOW THEREFORE BE IT AND IT HEREBY IS:**

**RESOLVED**, that the Board deems it advisable and for the benefit of the Company and WorkflowOne, that WorkflowOne offer employment to Thomas Koenig to serve as Chief Financial Officer, Vice President and Treasurer of WorkflowOne pursuant to the terms of a written employment agreement in form approved by the Chief Executive Officer of WorkflowOne, the general terms of which shall be consistent with the terms set forth in the Offer Letter (the "Employment Agreement"); and be it further

**RESOLVED**, that upon the execution of the Employment Agreement, the following person be, and hereby is removed from the offices of the Company, WorkflowOne, and its subsidiary WorkflowOne of Puerto Rico Inc., set forth opposite his name:

Paul H. Bogutsky	Chief Financial Officer, Vice President and Treasurer
------------------	--

and be it further

**RESOLVED**, that upon execution of the Employment Agreement the following person is appointed to the offices of the Company, WorkflowOne, and its subsidiary WorkflowOne of Puerto Rico Inc., set forth opposite his name, subject to the earlier of his death, resignation or removal to hold such office or offices until the next annual meeting of the Board or until a successor or successors have been duly elected and qualified:

Tom Koenig	Chief Financial Officer, Vice President and Treasurer
------------	---

and be it further

**General Resolutions**

**RESOLVED**, that the officers of the Company and WorkflowOne (the "Officers"), be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Company and WorkflowOne, to take any and all actions, to negotiate for and enter into agreements and amendments to agreements, to perform all such acts and things, to execute, file, deliver or record in the name and on behalf of the Company and/or WorkflowOne, all such certificates, instruments, agreements or other documents, and to make all such payments as they, in their judgment, or in the judgment of any one or more of them, may deem necessary, advisable or appropriate in order to carry out the purpose and intent of, or consummate the transactions contemplated by, the foregoing resolution and/or all of the transactions contemplated therein or thereby, the authorization therefore to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements or documents; and be it further

**RESOLVED**, that all actions taken prior to the adoption of these resolutions by any Officer that would have been within the authority conferred hereby had these resolutions predated any actions be, and they hereby are, authorized, ratified, confirmed and approved in all respects; and be it further

**RESOLVED**, that this Consent may be executed in counterparts and by facsimile signature and that such counterparts or facsimile signatures shall have the same effect as original signatures.

*[Signature Page follows]*

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Company, have executed and adopted this Consent as of the date first written above.



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Frank H. Pearl

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Anthony DiNello

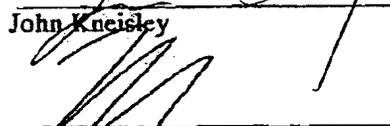
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Jeff Forlizzi



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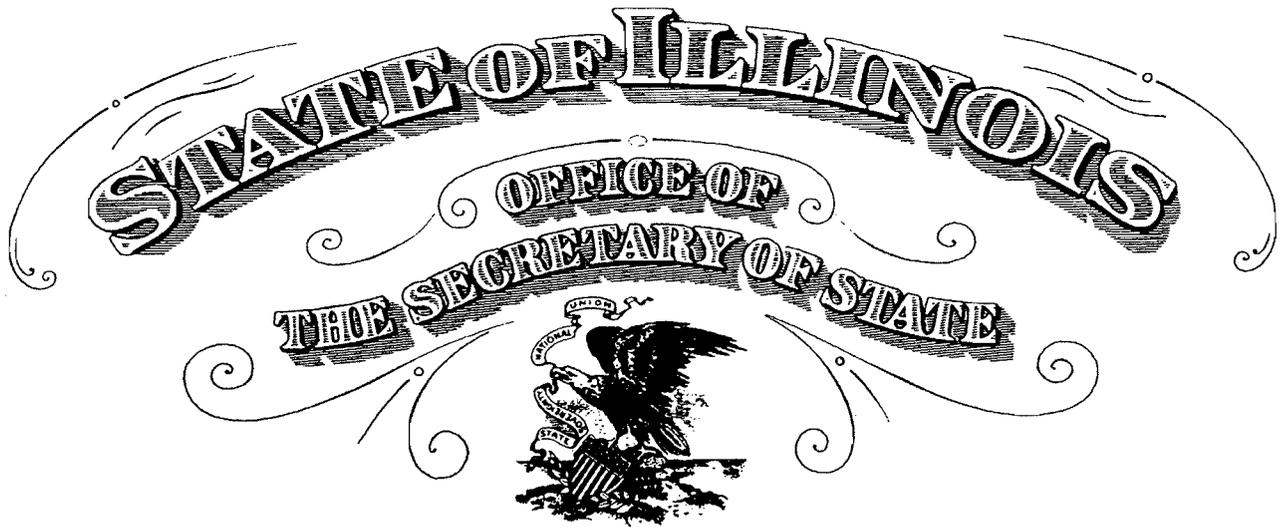
John Kneisley



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Tom Weld





*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

WORKFLOWONE LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MARCH 02, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of JUNE A.D. 2012 .*

*Jesse White*

Authentication #: 1216401706

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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

*Joni Prezworski*

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes Cox*

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13<sup>th</sup> DAY OF July, 2012.

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

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

12-30-290

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 130,106.80  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

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