

CONTRACT FOR SUPPLY

CONTRACT NO. 12-30-446

for

**DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND
ACCESSORIES**

BETWEEN



**COOK COUNTY GOVERNMENT
Department of Revenue**

AND

**DESKS, INC.
(Based on City of Chicago Contract No. 12325)**

CONTRACT FOR SUPPLY

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- Exhibit 4 General Conditions
- Exhibit 5 Evidence of Insurance

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 Desks, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor," pursuant to authorization by the Chief Procurement Officer on the 6th day of February, 2013, (the "Effective Date").

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 an Invitation to Bid for the Delivery and Installation of Various Furniture and Accessories and as the Bidder was identified as the lowest responsive and responsible bidder; and

Whereas, the City of Chicago entered into a contract on August 1, 2006 for the provision of supplies by the Contractor for the City relative to the Delivery and Installation of Various Furniture and Accessories, City Contract #12325 ("the City Contract"); and

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

Whereas, the County through the Department of Revenue, desires certain similar supplies of the Contractor; and

Whereas, the Contractor agrees to provide to the County the Delivery and Installation of Various Furniture and Accessories, incorporated as Exhibit 1, County Statement of Work; and

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

Whereas, this Contract shall be effective after proper execution of the contract documents by the County through July 31, 2013; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of **\$12,527.18**. Invoices in triplicate on

County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the City of Chicago Contract, hereto incorporated by reference as Exhibit 3 City of Chicago Contract, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

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

INCORPORATION OF BACKGROUND INFORMATION

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

Incorporation of Exhibits

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

- | | |
|-----------|---|
| Exhibit 1 | County Statement of Work |
| Exhibit 2 | County Price Proposal |
| Exhibit 3 | City of Chicago Contract (Contract No. 12325) |
| Exhibit 4 | General Conditions |
| Exhibit 5 | Evidence of Insurance |

CONTRACT NO. 12-30-446

EXHIBIT 1

County Statement of Work

Statement of Work

Desks, Inc. to provide Delivery and Installation of Various Furniture and Accessories for the County's Department of Revenue.

The goods will be shipped to the Department of Revenue's Office located at 118 N. Clark Room 1160, Chicago, IL 60602-1304.

EXHIBIT 2

County Price Proposal

Price Proposal

Desks, Inc. to provide Delivery and Installation of Various Furniture and Accessories for the County's Department of Revenue.

The total of this contract shall not exceed the amount of **\$12,527.18** and shall be paid in accordance with the provided goods and services.

DESKS INC.

...a *working* resource

225 W Ohio St. Ste 500. Chicago IL. 60654 (312) 334-3375 Fax (312) 334-3333

PROPOSAL # 19818
 DATE 01/22/13
 PROJECT # 18-34
 CUSTOMER PO #

Propose To:

COOK COUNTY PURCHASING
 118 NORTH CLARK STREET
 ROOM 1018
 CHICAGO IL 60602

Install At:

COOK COUNTY PURCHASING
 118 NORTH CLARK STREET
 INVESTIGATIONS/ROOM 1160
 CHICAGO IL 60602

<u>Line #</u>	<u>Qty.</u>	<u>Catalog #</u>	<u>Product</u>	<u>Unit</u>	<u>Extended</u>
THE CITY PURCHASE ORDER MUST MATCH THE COMMODITY CODES & LINE NUMBERS THAT ARE SHOWN IN THE PRODUCT-TAGGING LINE OF THIS PROPOSAL.					
ORDERING DEPARTMENT - COOK COUNTY CONTACT NAME - JOYCE STEELE/joyce.steele@cookcountyil.gov					
RELEASE # RECEIPT #					
1	10.00	D1R4830G	Worksurface, Rectangular, 48Wx30D, with grommet (CORE) Core Laminates 124 LAM: Medium Cherry (CORE) Core Edgebands 124 EDGE: Medium Cherry Tag(s): COMM CODE 42597.14 LINE 54	185.71	1,857.10
2	10.00	DB1TB	T-Support Base, 23-1/2Wx12Dx26-7/8H (CORE) Core Paints 113T PAINT: Dark Grey (Textured) Tag(s): COMM CODE 42597.14 LINE 54	146.51	1,465.10

DESKS INC.

...a working resource

225 W Ohio St. Ste 500. Chicago IL. 60654 (312) 334-3375 Fax (312) 334-3333

PROPOSAL # 19818
 DATE 01/22/13
 PROJECT # 18-34
 CUSTOMER PO #

<u>Line #</u>	<u>Qty.</u>	<u>Catalog #</u>	<u>Product</u>	<u>Unit</u>	<u>Extended</u>
3	10.00	DS2PFL24A (CORE S) 113 (RANDOM)	Floorstanding Pedestal, Series 2 steel front, Box/Box/File, 23-1/4D, with lock, no back, Series 2 pull Smooth Core Paints PAINT: Dark Grey LOCK: Randomly Keyed Tag(s): COMM CODE 42597.14 LINE 54	251.86	2,518.60
4	10.00	DS2XPB (CORE S) 113	Floorstanding Pedestal Case Back Smooth Core Paints PAINT: Dark Grey Tag(s): COMM CODE 42597.14 LINE 54	43.12	431.20
5	1.00	DT1ARY7230 N N 113T (CORE) 124 124	Rectangular Table with (2) Y-Legs, 72Wx30D OPT: No Grommet OPT: No Stretcher PAINT: Dark Grey (Textured) Core Laminates TOP: Medium Chery TOP EDGE: Medium Cherry Tag(s): COMM CODE 42597.14 LINE 54	822.22	822.22
6	16.00	77WMB2STHA5 HC ~ (K1000) K100014 (K1000) K100014	Essentials Pro Task Chair, upholstered mid-back, black plastic base, swivel-tilt, height adjustable arms, standard cylinder, hard casters UPH: Standard SEAT: Presto COL: Black Tie BACK: Presto COL: Black Tie Tag(s): COMM CODE 42597.14 LINE 51	339.56	5,432.96

Terms and Conditions of Sale Per <http://www.desksinc.com/termsandconditions>

Product 12,527.18

DEPOSIT REQUIRED: 6,264.00

Proposal Valid for 30 Days

Total 12,527.18

A leasing option tailored to your needs can also be provided for this proposal

Submitted by _____ Date _____ Accepted by _____ Date _____

DAVE WALOWSKI

This Proposal Will be Accepted by Signing and Returning to DESKS INC

Fax or Mail to Chicago Office for Processing

225 W Ohio St. #500, Chicago IL. 60654 (312) 334-3375 Fax (312) 334-3333

CONTRACT NO. 12-30-446

EXHIBIT 3

City of Chicago Contract (Contract No. 12325)

Contract Summary Sheet

Contract (PO) Number: 12325

Specification Number: 38991

Name of Contractor: DESKS INC

City Department: DEPT OF GENERAL SERVICES

Title of Contract: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

Term of Contract: Start Date: 8/1/2006

End Date: 7/31/2011

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$3,393,518.75

Brief Description of Work: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

Procurement Services Contract Area: COMMODITIES

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

Vendor Number: 233145

Submission Date:

AUG 30 2006

VENDOR NO.: 233145

PURCHASE ORDER NO.: 12325

SPECIFICATION NO.: 38991

RFQ NO.: 1907

for

DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

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

STARTING: August 1, 2006

THROUGH: July 31, 2011

REQUIRED FOR USE BY CITY OF CHICAGO



DEPARTMENT OF GENERAL SERVICES
AND VARIOUS CITY DEPARTMENTS

Fund Number: 004-0100-0382107-0140-220140 (Various)

Information: Vicky Velez, Contract Negotiator

Phone: 312-744-9760, email: vvelez@cityofchicago.org

EXECUTE ONE (1) COMPLETE ORIGINAL BID PACKAGE

All signatures to be sworn to before a Notary Public

A pre-bid conference is scheduled to take place at 2:00 p.m., on Tuesday, March 7, 2006 at City of Chicago, City Hall, 11th floor-Room 1103, 121 N. LaSalle Street.

All Bids / Proposals must be sealed and received in the Bid & Bond Room NO LATER than 11:00 a.m., Chicago Time on Thursday, March 23, 2006. 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

Barbara A. Lumpkin
Chief Procurement Officer

VV/rp

INC
DESKS



**LEGAL ADVERTISEMENT
MONDAY, FEBRUARY 27, 2006
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES**

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

DESCRIPTION: 71ST STREET OVER I-94 (DAN RYAN EXPRESSWAY)
C.D.O.T. PROJECT NO.: E-2-003
SPECIFICATION NO.: 40905
RFQ NO.: 1967
ESTIMATE BETWEEN: \$5,000,001.00 and \$10,000,000.00
BID/PROPOSAL DEPOSIT: 5% of Total Base Bid
SPECIFICATION DEPOSIT: \$100.00 (One Hundred Dollars)
PRE-BID CONFERENCE: Thursday, March 9, 2006
City Hall 121 N. LaSalle, Room 301 @ 1:30 p.m.
BID/PROPOSAL OPENING DATE: Tuesday, March 28, 2006
TIME: 11:00 A.M.
CONTACT: Lynnette Terrell Phone: 312-744-9769
e-mail: lterrell@cityofchicago.org

DESCRIPTION: Delivery and Installation of Various Furniture and Accessories
SPECIFICATION NO.: 38991
RFQ NUMBER: 1907
PRE-BID CONFERENCE: Tuesday, March 7, 2006 at 2:00 p.m., City Hall, 11th floor, Room 1103, 121 N. LaSalle, Chicago, Illinois.
BID/PROPOSAL OPENING DATE: Thursday, March 23, 2006
TIME: 11:00 A.M.
CONTACT: Vicky Velez Phone: (312) 744-9766
e-mail: vvelez@cityofchicago.org

NOTICE OF BID/PROPOSAL CANCELLATION FOR:
DESCRIPTION: WATER TREATMENT CHEMICAL, TESTING AND TRAINING SERVICES
SPECIFICATION NO.: 23012
RFQ NUMBER: 1751
ORIGINAL AD DATE: FRIDAY, DECEMBER 2, 2005
BID/PROPOSAL OPENING DATE: WEDNESDAY, MARCH 1, 2006
TIME: 11:00 A.M.
CONTACT: ROBERT KELLY Phone: (312) 742-9473
e-mail: rkelly@cityofchicago.org

Bids/Proposals requiring a Bids/Proposals deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago. Cash, non-certified checks or comptroller certificates, are not acceptable forms of Bids/Proposals deposits.

Any Bids/Proposals submitted, which are not properly signed, or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration. Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted.

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-9773.

Where applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents. The City will only accept certified checks, cashier's checks, or money orders. The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date. Failure to return said documents within the period stated above, will result in the Bidders/Proposers forfeiting the plan deposit.

The above Bids/Proposals estimated range, is intended to represent the size of the project, or anticipated usage.

The Chief Procurement Officer, reserves the right to reject any or all Bids/Proposals if deemed in the best interest of the City of Chicago.

RICHARD M. DALEY **BARBARA A. LUMPKIN**
MAYOR CHIEF PROCUREMENT OFFICER

A COMPLETE LIST OF BID OPENINGS CAN BE FOUND ON THE INTERNET
<<http://www.cityofchicago.org/purchasing/>>



**LEGAL ADVERTISEMENT
MONDAY, MARCH 20, 2006
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES**

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

DESCRIPTION: Simultaneous Inductive Coupled Plasma Optical Emission Spectrometer (ICP-OES)
SPECIFICATION NO.: 36560
RFQ NUMBER: 1892
BID/PROPOSAL OPENING DATE: Monday, April 24, 2006
TIME: 11:00 AM, Local Time
CONTACT: Felicia L. Rawlings Phone: 312-744-9888
e-mail: felicia.rawlings@cityofchicago.org

NOTICE OF BID POSTPONEMENT AND ADDENDUM
DESCRIPTION: Delivery and Installation of Various Furniture and Accessories
Addendum #1 is available from the Bid and Bond Room, City Hall, Room 301. Addendum #1 has been issued to all companies listed on the Specification Take Out List.
SPECIFICATION NO.: 38991
RFQ NUMBER: 1907
ORIGINAL AD DATE: Monday, February 27, 2006
ORIGINAL BID OPENING DATE: Thursday, March 23, 2006, 11:00 a.m.
NEW BID OPENING DATE: Thursday, March 30, 2006, 11:00 a.m.
CONTACT: Vicky Velez Phone: (312) 744-9760
e-mail: vvelez@cityofchicago.org

NOTICE OF BID POSTPONEMENT FOR:
DESCRIPTION: 71ST Street Over I-94 (Dan Ryan Expressway)
Addendum #1 is Available in the Bid and Bond Room, City Hall, Room 301
C.D.O.T. PROJECT NO.: E-2-003
SPECIFICATION NO.: 40905
RFQ NUMBER: 1967
ORIGINAL AD DATE: Monday, February 27, 2006
ORIGINAL BID/PROPOSAL OPENING DATE: Tuesday, March 28, 2006
TIME: 11:00 A.M.
NEW BID/PROPOSAL OPENING DATE: Tuesday, April 4, 2006
TIME: 11:00 A.M.
CONTACT: Lynnette Terrell Phone: (312) 744-9766
e-mail: lterrell@cityofchicago.org

NOTICE OF BID PROPOSAL POSTPONEMENT AND ADDENDUM
DESCRIPTION: Various Communication Cable
Addendum #2 is Available from the Bid and Bond Room, City Hall, Room 301.
Addendum No. 2 has been issued to all Companies Listed on the Specification Take Out List.
SPECIFICATION NO.: 40467
RFQ#: 1947
ORIGINAL AD DATE: Wednesday, February 15, 2006
ORIGINAL BID OPENING DATE: Friday, March 17, 2006, 1:00 p.m.
NEW BID OPENING DATE: Thursday, March 30, 2006, 11:00 a.m.
CONTACT: Doris Moore Phone: (312) 744-4824
e-mail: doris.moore@cityofchicago.org

Bids/Proposals requiring a Bids/Proposals deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago. Cash, non-certified checks or comptroller certificates, are not acceptable forms of Bids/Proposals deposits.

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The above Bids/Proposals estimated range, is intended to represent the size of the project, or anticipated usage.

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RICHARD M. DALEY **BARBARA A. LUMPKIN**
MAYOR CHIEF PROCUREMENT OFFICER

A COMPLETE LIST OF BID OPENINGS CAN BE FOUND ON THE INTERNET
<<http://www.cityofchicago.org/purchasing/>>

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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 will be interpreted as follows:

- Business Day** means business days in accordance with the City of Chicago business calendar;
- Calendar Day** means calendar days in accordance with the world-wide accepted calendar;
- Chief Procurement Officer** refers to the Chief Executive Officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
- City** refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
- Commissioner** refers to the Chief Executive Officer of the Department of General Services and the various Using Departments, of the City of Chicago, and any representative duly authorized in writing to act on behalf of the Commissioner,
- Contract** means this contract for Various Furniture and Accessories, 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;
- Contract Documents** are as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
- Department** means the Department of General Services and Various City Departments, City of Chicago;
- Force Majeure Event** means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).
- Furniture Layout** means an Auto Cad/Auto Desk drawing illustrating furniture configuration(s) and identification of all pieces and components necessary for complete installation for approval of City prior to ordering;
- Holidays** means the following days in accordance with the City of Chicago; New Years Day, Dr. Martin Luther King Jr.'s Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day;
- Premium Delivery Time Charge** includes the price difference between the straight rate in the discount line item and the "Time and a Half" overtime rate, ie. A total of one half.
- Proposal** as used herein refers to the Contractor prepared document quoting a firm fixed price or unit

price, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;

Quick Ship means any furniture in manufacturers line that is available within two (2) weeks for expedited delivery;

Subcontractor means any person or entity with whom the Contractor contracts to provide any part of the Services in conjunction with this contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;

Supervisor refers to Contractor's management level personnel who will be a liaison between the City and the Contractor and be available to respond to any problems that arises;

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 "necessary", "proper", or words of like import as used with respect to extent of Supplies/product specified will mean that Supplies/product must be provided in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commissioner. The Commissioner's 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 must be understood and agreed that such address is directed to the Contractor.

2. GENERAL CONDITIONS

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

2.1. 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.

2.2. 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.

2.3. 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.

2.4. 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, Bid and Bond Room, 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 will be responsible for their delivery to the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 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. 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.

2.11. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-05. 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.

2.12. CONTRACTOR'S FINANCIAL STATEMENT

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

2.13. 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. Special Conditions.
4. Plans or City Drawings, if any.
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).

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

2.14. NOTICES

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

2.15. NON-DISCRIMINATION

A. Federal Requirements

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

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

B. State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

C. City Requirements

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

subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.16. INDEMNITY

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

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);
3. 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 City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

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

At the City Corporation Counsels option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its 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.

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.

2.17. 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.

2.18. 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, 2005, the Base Wage is \$9.68 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.

2.19. PREVAILING WAGE RATES

To the extent required by law, the Contractor will comply, and will cause all of its Subcontractors to comply and insert appropriate provision in their Contracts, with 820 ILCS 130/01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers and mechanics employed by or behalf of the Contractor and all Subcontractors in connection with any services. To the extent applicable, the Contractor will ensure that it and its Subcontractors comply with the provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations. 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.

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 requirement will mean 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. 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 employee engaged in work of a similar character on public works. A copy of the current Illinois Department of Labor Prevailing Wage Rates for Cook County is attached as Attachment A.

If the nature of the Work or services under this Contract is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., then not less than the general prevailing rate of hourly wages as determined by the Illinois Department of Labor (IDOL) must be paid to all laborers, mechanics, and other workers performing Work under this Contract. Contractor's attention is called to the generally prevailing rate of wages for Cook County in effect at the time these specifications were issued, as determined by IDOL. They are also the prevailing wage rates for the City of Chicago. If required for this Work, they are attached to and incorporated in these specifications, or refer to website: www.state.il.us/agency/idol/CM/countym.htm for Cook County. Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the IDOL, at the time the Work is performed. If IDOL revises the prevailing rate of hourly wages to be paid for the Work before completion of the Work under this Contract, the revised rate applies from the effective date of the revision, but any such revision will not entitle Contractor to any increased compensation under the terms of this Contract.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois law.

2.20. 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 been payable until the Contractor has satisfied the Chief Procurement Officer that all subcontractors, material men, workmen and employees have been fully paid.

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

Before final payment is made under the contract, and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work

performed, tools and plant employed, and material and labor furnished under the contract. The Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the contract have been complied with, and the work has been accepted by the Commissioner, whereupon the City will, at the expiration of thirty (30) calendar days after such completion and acceptance, pay the whole account of money due the Contractor under the contract.

The acceptance by the Contractor of the final payment above mentioned 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.

2.21. 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.

2.22. 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 Officer's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible subcontractors. If, in the 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.

2.23. SUBCONTRACTORS WITH DISABILITIES

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

2.24. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments monthly for the life of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://eqov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The form must be received by the tenth (10th) calendar day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

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

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

2.25. CASH BILLING TERMS

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

2.26. 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.

2.27. SUPERVISION

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

2.28. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

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

2.29. 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.

2.30. 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.

2.31. 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.

2.32. AUDITS

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of the Citys costs of collection, including any court costs and attorneys fees.

2.33. 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 Contract 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.

2.34. 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.

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

- A. they are each other's sole domestic partner, responsible for each other's common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E. two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 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.

2.36. 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.

2.37. DISCLOSURE OF OWNERSHIP

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

2.38. 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.

2.39. GOVERNMENTAL ETHICS ORDINANCE

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

2.40. 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.

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

- a. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago under the contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. debt means a specified sum of money owed to the City for which the period granted for payment has expired.
- b. Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:
 1. the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or
 2. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

3. the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

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

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

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid ;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

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

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

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

2.43. 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.

2.44. MACBRIDE PRINCIPLES ORDINANCE

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

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

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

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

2.45. CONTRACTOR CERTIFICATION

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

2.46. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

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

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

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

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

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

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

2.47. FEDERAL TERRORIST (NO-BUSINESS) LIST

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

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

2.48. COMPLIANCE WITH ALL LAWS

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

2.49. SEVERABILITY

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

2.50. FORCE MAJEURE EVENT

Notwithstanding anything to the contrary in this Contract, neither the City nor the Contractor will be liable to the other party for performance of their respective obligations under this Contract if such performance is prevented by the occurrence of a Force Majeure Event. However, if the Contractor is unable to provide the Delivery and Installation of Various Furniture and Accessories as required by this Contract due to the occurrence of a Force Majeure Event, and the Contractor is not able to restore full provision of the Delivery and Installation of Various Furniture and Accessories within seven (7) calendar days, then the City may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by the City, the Contractor will cause its personnel to appear before the Chief Procurement Officer or any other interested group or body, as directed by the City, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

2.51. 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 will 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) calendar days after such notice, will not proceed in accordance therewith, then the Chief Procurement Officer acting for and on behalf of the City will, 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 will 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 will 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 will exceed the sum which would have been payable under this contract, the Contractor and the surety will be liable and shall pay to the City the amount of such excess.

2.52. 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.

2.53. 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 will be chargeable with the conduct. One business entity will be chargeable with the conduct of an affiliated agency.

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

3. SPECIAL CONDITIONS

3.1. PRE-BID CONFERENCE

A pre-bid conference is scheduled to take place at 2:00 p.m., on Tuesday, March 7, 2006 at the City of Chicago, City Hall, 121 N. LaSalle Street, 11th floor- Room 1103. Attendance is strongly recommended. No RSVP is required. No electronic devices for recordings of voices or images will be permitted at the pre-bid conference.

3.2. 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 \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, 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 \$500,000 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 \$500,000 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.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this 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.

If Contractor is a joint venture, the policies, except for Worker' Compensation and Professional Liability, must name the joint venture and each of its separate constituent entities as named insureds, with the City name as an additional insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor 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.

3.3. PURCHASE ORDER RELEASES

Requests for Delivery and Installation of Various Furniture and Accessories in the form of purchase order releases will be issued by the Department of General Services and various Using Departments and sent to the Contractor to be applied against the contract. Purchase order releases will indicate quantities ordered for each line item, commodity codes, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information, bid line correspondence, and other pertinent instructions regarding delivery.

The Contractor must also accept orders via a signed purchase order letter from the Chicago Public Library, Contracts Administration Division. Signature authorization must be from the Deputy Commissioner of Finance, Director of Finance or the Contract Coordinator. The stated purchase order letter must be on the Chicago Public Library letterhead and will indicate the appropriate information regarding delivery location, contact person, installation requirements, items being ordered, unit cost, extended costs, funding that supports the requested purchase, and purchase order number.

All requests to purchase Various Furniture and Accessories over \$1,000 will be sent ONLY by the Department of General Services. Contractor must notify the Department of General Services, Staci Rae-Bixler at 312-744-1636 for approval if any City department submits a purchase order release for any amount over \$1000. Orders of

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\$1000 or more shipped to any City department without prior approval by the Department of General Services will be cause to find the Contractor in Default of the Contract terms and may result in termination of Contract.

3.4. OWNER'S MANUALS/CERTIFICATES

At the time of delivery, the Contractor must furnish copies of all warranty or guarantee certificates, owner's manuals, operating/maintenance manuals, applications and/or certificates of origin, as applicable, for all Furniture and/or Accessories delivered under this Contract.

3.5. RETURN POLICY

The Contractor will be responsible for any incorrect shipments or damaged shipments. The Contractor must make arrangements with their common carrier or company personnel to pick-up unacceptable Furniture or Accessories upon notification by authorized City personnel. The correction or order request will be completed at no charge to the City. The City of Chicago will not be subject to restocking charges.

3.6. INVOICES

Original invoices will be forwarded by the Contractor to the Using Department to apply against the contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Using Department.

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, commodity codes, description, unit of measure, pricing and/or catalog information must correspond to the items quoted on the Proposal Page. If invoicing catalog items and or price list, indicate catalog number, and price list, item number, catalog date and catalog page number on the invoice.

Invoices for overshipments or items with price and or wage rate 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.

3.7. ELECTRONIC ORDERING AND INVOICES

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

3.8. 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 Delivery and Installation of Various Furniture and Accessories provided under this contract.

The City will not be obligated to pay for any Delivery and Installation of Various Furniture and Accessories provided which were non-compliant with the terms and conditions of these specifications. Any Delivery and Installation of Various Furniture and Accessories which fail tests and/or inspections are subject to replacement at the cost of the Contractor.

3.9. QUANTITIES

Any quantities shown on the Proposal Page are estimated usage for the sixty (60) month contract periods 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 Various Furniture and Accessories other than those determined by the Using Departments 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, delivered and accepted on purchase order releases issued directly by the Using Department.

3.10. INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any Furniture or Accessories listed in the Proposal, which is ordered by the City within four (4) to six (6) weeks after receipt of a City departments purchase order. For Quick Ships, Various Furniture and Accessories must be available within two (2) weeks. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Furniture requiring special design and manufacturing will not be included in the time constraints for Inventory/Leadtime. For furniture on an "as needed" basis, the Contractor will be required to submit a written quote detailing the lead time required to design and manufacture the furniture or accessory. The Using Department will make the determination if the lead time will be acceptable with their schedule before placing an order for a one time special order of any design/manufactured item.

Repeated failures of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this contract, and may further affect the Contractors eligibility for future contract awards.

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

3.11. SAMPLES

In order to determine that the proposed Furniture and Accessories conform to this specification, the City reserves the right to test and/or inspect bidder's products. Other tests and measurements may also be performed throughout the contract term, as determined by the City.

For evaluation purposes, the bidder must furnish and deliver, upon request by the Chief Procurement Officer, one (1) sample of the specified proposed Furniture or Accessories within five (5) business days from the receipt of notice. The Department of General services will specify which items to send. All samples must be delivered F.O.B., City of Chicago to the requesting Using Department. All samples must be tagged or labeled with the company name, address, City specification number and bid line correspondence. Failure to furnish said samples within this time period will be cause for rejection of the bid for being non-responsive to this requirement.

The following samples (but not limited to) must be submitted upon request:

1. Samples of each wood species, as requested by the Using Departments.
2. Samples of available colors.
3. Samples of available upholstery coverings and fabrics including various grades.
4. Samples of mil.

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

3.12. RECYCLED MATERIAL PREFERENCE

Pursuant to Chapter 11-4-1850 of the Municipal Code of Chicago, the Chief Procurement Officer must, in the purchase of all goods, supplies, equipment, materials and printing by competitive sealed bidding, take into consideration bids offering supplies and/or equipment utilizing materials with a minimum percentage recycled content. Unless specified to the contrary herein, the minimum percentage of recycled content must not be less than the U.S. Environmental Protection Agency (EPA) guidelines under the Resource Conservation and Recovery Act of 1976 (Public Law 94-580, 42 U.S.C. Sec. 6901 et seq.), as amended for a specific application.

It is the intent of the City to utilize as much as possible "Green" furniture products. In the event a bidder offers goods, supplies, equipment, materials or printing utilizing a minimum percentage recycled content, the bidder must include a certified statement or affidavit with their bid listing the items with recycled content, the percentage of recycled content for each item, the weight of recycled content and a breakdown of percentage secondary, post consumer waste content by item and the environmental benefits/attributes of any of the specified products.

A recycling report must be submitted every year during our annual recycle reporting period. The annual recycling period for the City of Chicago starts on September 1st and ends August 31st of the following year. All reports must be submitted no later than September 1st of the reporting period. All reports must be submitted to the Chief Procurement Officer or designee. The reports should be sent to the Department of Procurement Services, Room 403, 121 N. LaSalle St., Chicago, Illinois 60602.

For purchases of printing on recycled paper, the printed material must include a printed statement or symbol indicating that the document is printed on recycled paper. When purchasing newsprint and/or newsprint products, at least 40% of the secondary material content must be post consumer newspaper material.

The Chief Procurement Officer reserves the right to waive the recycled material preference if it is determined that such goods, supplies, equipment, materials or printing would not meet the following criteria: a) performance standards intended end use; b) availability within a reasonable period of time; and/or c) maintenance of a satisfactory level of completion.

3.13. CATALOGS/PRICE LISTS

For evaluation purposes, the bidder must submit with its bid no less than two (2) copies of the specified price lists and one (1) catalog per Group quoted on the Proposal Pages. The price lists and catalogs can be submitted in hard or soft copy format.

Failure to furnish price lists may be cause for rejection of the bid for being non-responsive to this requirement.

Before a contract can be awarded, the Contractor must submit no less than two (2) copies of the specified current manufacturer's or other accepted published price lists and one (1) catalog indicated on the Proposal Pages for use by the Department of Procurement Services, Comptrollers Office, the Department of General Services and each participating department to facilitate audit of all invoices and Purchase Order releases off the contract. The Contractor will be responsible for forwarding new published price lists or supplements of latest revision to all participating City departments, the Department of General Services, the Comptroller's Office and the Department of Procurement Services during the contract period.

All pricing will be governed by the latest editions or supplements to current manufacturer's published price lists unless specified otherwise on the Proposal Page. The Contractor will be responsible for notifying the Chief Procurement Officer, the City Comptroller and the Commissioner of the Department of General Services at least thirty (30) calendar days in advance of any price changes and/or issuance of revised published price lists prior to submittal of invoices with new prices.

3.14. AUTHORIZED DEALER/DISTRIBUTOR

The Contractor must be the manufacturer/supplier or an authorized dealer/distributor, as exhibited by manufacturer's letters, of the proposed Furniture or Accessories and be capable of providing genuine parts, assemblies and/or accessories as supplied by the original furniture manufacturer (O.E.M.). Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product re-call notices, etc.

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

3.15. BASIS OF AWARD

It is the intent of the City to award one (1) or more Contracts per Group based on the Highest Percentage Discount off Manufacturer's Price Lists resulting in the Lowest Total Bid Price per Group proposed by a responsive and responsible bidder meeting all the terms and conditions of this specification. Bidders must quote all lines within a Group. Bidders deemed responsive and responsible may be awarded one (1) or more Groups. If the manufacturer also publishes a discounted government price list, the City's price will be equal to that in such discounted government price list.

Bidders must quote a discount off the estimated dollar value listed in the Proposal Page for each bid line. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

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

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

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

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

3.17. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such

purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agency, and will have no liability for the acts or omissions of any other Local Government Agency.

3.18. STANDARD FURNITURE AND ACCESSORIES

Experimental Furniture and Accessories will not be acceptable that are not produced by regular production methods or have not been offered for sale to the through accepted industry trade channels for at least one (1) year prior to the offering of this bid. The City reserves the right to waive or take exception to this requirement if it be to the City's advantage or best interests.

The Contractor must furnish evidence upon request that the Various Furniture and/or Accessories to be furnished has been commercially available through that manufacturer to the trade for a period of not less than one (1) year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

3.19. GENERAL CONSTRUCTION

The Various Furniture and Accessories furnished must be the manufacturer's latest models. Appurtenance and/or accessories not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery must be included. Each complete unit must conform to the best practices known to the trade in strength, quality of material and workmanship and be subject to this specification in full. The specification must be construed as minimum. Should the manufacturer's current published data or specification exceed this, it will be considered minimum and must be furnished. The City reserves the right to waive or take exception to this requirement if it be to the City's advantage or best interest.

3.20. CLEAN UP

The Contractor will, during the progress of the work, remove and dispose of all demolished materials, shipping cartons, packaging and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the Using Departments. Upon completion of work, the Contractor must remove all surplus materials, tools and machinery from the work site, and must restore the site to the same general conditions that existed prior to the commencement of its operation.

3.21. PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor must be responsible for, and must repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees.

3.22. 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 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 must be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurement 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 must 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 contractor's final invoice.
- C. During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be 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 contractor's first "MBE/WBE Utilization Report" will be due ninety (90) calendar days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Vendor Relations, 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.**
- E. The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

3.23. 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.

3.24. CONTRACT PERIOD

The contract will begin on or about 8-1-06 and continue through 7-31-11, 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 sixtieth (60th) full calendar months after the established start date.

3.25. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the initial sixty (60) month contract period. The Chief Procurement Officer may exercise the City's unilateral right to extend this Contract following the expiration of the base contract term for up to two (2) years, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

~~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.

3.26. AVIATION SECURITY

This Contract is expressly subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are hereby incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated thereunder. All employees providing services at the City's airports must be badged by the City. (*See Airport Security Badges section below.*) In the event that the Contractor, or any individual employed by the Contractor, in the performance of this Contract, has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport; (ii) unescorted access or regular escorted access to secured areas, or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, the Contractor is subject to, and further must conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (FAA), the Under Secretary of the Transportation Security Administration (TSA), and the City may deem necessary. The Contractor and all employees, subcontractors, material men, laborers, invitees and all other persons under the control of the Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA from time-to-time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

3.27. AIRPORT SECURITY BADGES

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Driver's Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in *Aviation Security* above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

The Contractor's personnel who function as supervisors, and those that escort the Contractor's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.28. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

The Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

If Contractor requires interruption of airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. The

Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to the following paragraph, and be similar and equal to Crouse-Hinds Type EOL, conforming to FAA Specifications: -810. All obstruction lights must be kept continuously in operation between sunset and sunrise seven (7) days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than five (5) miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Contract immediately.

3.29. PARKING RESTRICTIONS

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employee's expense.

3.30. DEPARTMENT OF WATER MANAGEMENT SECURITY

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

- i. Provide the City with a list of all employees requiring access to enable the City to conduct such

background and employment checks;

- ii. Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
- iii. Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- i. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- ii. At the sole discretion of the Commissioner and law enforcement officials; including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- iii. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- iv. All required City stickers and State Vehicle Inspection stickers must be valid.
- v. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.31. DEEMED INCLUSION

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

3.32. MODIFICATIONS/AMENDMENTS

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

Such changes which are mutually agreed upon by and between the City and the Contractor will be incorporated in written modifications to this agreement.

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.

3.33. POLICE SECURITY

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges, for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- Each person must wear and display his or her Security Badge on their outer apparel at all times while at the Chicago Police Department.
- Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.34. 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 Deliver and Installation of Various Furniture and Accessories which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

3.35. NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this contract, then the City will notify the Contractor of that occurrence and this contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this contract are exhausted. No payments will be made to the Contractor under this contract beyond those amounts appropriated and budgeted by the City to fund payments under this contract.

3.36. TERMINATION

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

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

If the City's election to terminate this contract for default pursuant to the Default provision in the General Conditions is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Termination provision.

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

4.1. 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 shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE shall 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 shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken 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.

4.2. 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.

4.3. 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.

4.4. 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 Services 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 subcontract'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.

4.5. 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 partners authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section IV 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 V.A. 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.

4.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Contractor must, 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 quarterly "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, 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.

4.7. 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."

4.8. 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.

4.9. 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 arbitrating 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.

4.10. RECORD KEEPING

The Contractor must maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three 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.

4.11. 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
Contract Monitoring and Compliance
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Cardenas
(312) 744-0845

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403

Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

5. 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
Email: 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
Email: 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
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
Email: csantoy@haciaworks.org
Attn: Cesar A. Santoy, Executive Director

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

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

Street Address:
2100 W. Washington
Chicago, IL 60612
Phone #: (773) 271-1364
Fax #: (773) 271-1364
Web: dianejonesin@yahoo.com
Attn: Diane Jones, President
Attn: Arnette King, General Manager

33 N. Lasalle Street
Suite 1720
Chicago, IL 60602
Phone #: (312) 372-3010
Fax #: (312) 372-3403
Web: 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

National Association of Women Business Owners
Chicago Chapter
330 S. Wells Street
Suite 1110
Chicago, IL 60606
Phone #: (312) 322-0990
Fax #: (312) 461-0238
Web: www.nawbochicago.org
Email: info@nawbochicago.com
Attn: Diane Middlebrooks, President

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone #: (773) 561-3500
Fax #: (773) 561-3507
Web: www.hullhouse.org/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
Attn: Angela Johnson, Deputy Director Trade Bureau

Women's Business Development Center
8 South Michigan Avenue
Suite 400
Chicago, IL 60603
Phone #: (312) 853-3477
Fax #: (312) 853-0145
Web: www.wbdc.org
Attn: Hedy Ratner, 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 4-12-05

6. ATTACHMENT B

On Bidder/proposer's Letterhead

RETURN RECEIPT REQUESTED

(Date)

Re: Specification No.: 38991

Description: Delivery and Installation of Various Furniture and Accessories

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative Address/Phone

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

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

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

Sincerely,

7. SCHEDULE B:

AFFIDAVIT OF JOINT VENTURE (MBE/WBE)

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

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

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

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

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

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

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

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

MBE/WBE ownership percentage(s) _____

Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

- A. Are any proposed joint venture employees currently employed by either venturer? Currently employed by non-MBE/WBE _____ (number) Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

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

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

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

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

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

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

On this ____ day of _____, 2006, 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

Barbara A. Lumpkin
Chief Procurement Officer

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

December 12, 2005

Christena A. Rath-Swartz, President
Innerspace, Inc.
307 North Michigan Avenue, #911
Chicago, Illinois 60601

Dear Ms. Rath-Swartz:

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 October 1, 2006.**

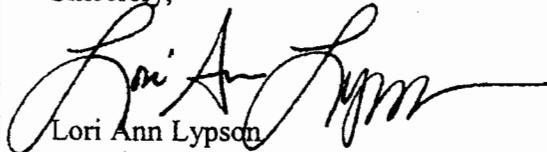
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward **WBE** goals in the following specialty areas(s):

Distributor of Office Furniture; Interior Design

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



8. SCHEDULE C-1

Name of Project/Contract: Delivery and Installation of Various Furniture and Accessories
Specification Number: 38991

From: INNERSPACE, INC.
(Name of MBE/WBE Firm)

MBE: Yes ___ No X
WBE: Yes X No ___

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

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 12/12/05 to 10/1/06 for a period of five years.

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

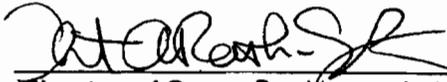
PROCURE FURNISHINGS, OVERSEE AND COORDINATE SHIPMENTS, DELIVERY AND INSTALLATION, PROVIDE PROJECT MANAGEMENT AND QUALITY CONTROL

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

4.5% of contract value

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

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



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

CHRISTENA A. RATH-SWARTZ, PRESIDENT
Name / Title (Print)

3/24/06
Date

312 781138
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
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>

October 1, 2005

Patricia Davis, President
Unique Casework Installations, Inc.
3936 West 16th
Chicago, IL 60623

Annual Certificate Expires: October 1, 2006
Vendor Number: 50069767

Dear Ms. Davis:

We are pleased to inform you that Unique Casework Installations, Inc. has been certified as an MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until **October 1, 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2006**.

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

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

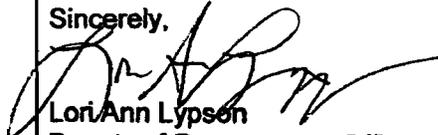
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Cabinetry, Office Furniture, Lab Equipment and Counter Tops

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

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

Sincerely,



Lori Ann Lypson
Deputy of Procurement Officer

LAL/wa



8. SCHEDULE C-1

Name of Project/Contract: Delivery and Installation of Various Furniture and Accessories
Specification Number: 38991

From: UNIQUE CASEWORKS/INSTALLATIONS MBE: Yes No
(Name of MBE/WBE Firm) INC WBE: Yes No

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

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 10/01/2005 to 10/01/2010 for a period of five years.

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

CABINETS, OFFICE FURNITURE, LAB EQUIPMENT
AND COUNTER TOPS

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

16.9% of contract value

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

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

Patricia Davis
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Patricia Davis, President
Name /Title (Print)

March 24, 2006
Date

(773) 522-7771
Phone

9. SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Contract Name: Delivery and Installation of Various Furniture and Accessories
Specification No.: 38991

State of ILLINOIS

County (City) of COOK

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

DESKS INC
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 the 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)

2. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes ___ No ___ * (see next page)
3. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes ___ No ___ * (see next page)
4. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes ___ No ___ * (see next page)
5. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes ___ No ___ * (see next page)
6. Attach additional sheets as needed (see next page)

*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.)

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: INNERSPACE INC
Address: 307 N. MICHIGAN S#911
Contact Person: CHRISTENA RATH-SWARTZ
Phone: 312/781-1188
Dollar Amount Participation: \$ 34,065.22 (ESTIMATED)
Percent Amount of Participation: 4.5% %
Schedule C-1 attached? Yes No

B. Name of MBE/WBE: UNIQUE CASEWORK INSTALLATIONS INC
Address: 3936 W. 16TH ST.
Contact Person: PATRICIA DAVIS
Phone: 773/522-7771
Dollar Amount Participation: \$ 757,004.87 (ESTIMATED)
Percent Amount of Participation: 16.9% %
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 (30 business days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

1. MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
UNIQUE CASEWORK INSTALLATIONS	\$ 757,004.87 (ESTIMATED)	16.9 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

2. MBE Indirect Participation (from Section II.)

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

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
INNERSPACE INC	\$ 34,065.22 (ESTIMATED)	4.5 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

2. WBE Indirect Participation (from Section II.)

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

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

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

Name: GREGORY ERAZMUS
Phone Number: 312/334-3375

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.

Gregory Erasmus 3/29/06
Signature of Affiant (Date)

State of ILLINOIS
County of COOK

This instrument was acknowledged before me on 3/29/06 (date)
by GREGORY ERAZMUS (name /s of person/s)
as TREASURER (type of authority, e.g., officer, trustee, etc.)
of DESKS INC (name of party on behalf of whom instrument executed)

Ann Marie Balderas
Signature of Notary Public



10. 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. 38991
 Phone No. _____ Contract No. _____
 Date of Award: _____
 Utilization Report No. _____

STATE OF: (ILLINOIS)
 COUNTY (CITY) OF: (COOK)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the SECRETARY/TREASURER
 (Title - Print or Type)

and duly authorized representative of DESKS INC
 (Name of Company - Print or Type)

600 W. FULTON ST. #200 (312) 334-3375
 (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
UNIQUE CASEWORK INC	MBE	\$ 757,004.87 (EST.)	0
INNERSPACE INC	WBE	\$ 34,065.22 (EST.)	0
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

Amount Billed to City: \$ 0 Amount Paid to Prime Contractor: \$ 0

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: DESKS INC

Signature: *Gregory Erasmus* (Print or Type)

Name of Affiant: GREGORY ERAZMUS (Signature of affiant)

Date: 3/29/06 (Print or Type)

(Print or Type)

State of ILLINOIS

County (City) of COOK

This instrument was acknowledged before me on 3/29/06 (date)

by GREGORY ERAZMUS name/s of person/s)

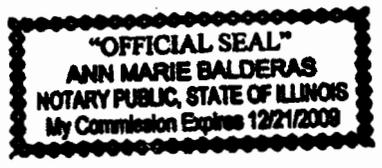
as SECRETARY/TREASURER (type of authority, e.g., officer, trustee, etc.)

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

Ann Marie Calderas

Signature of Notary Public

(Seal)



11. DETAILED SPECIFICATIONS

11.1. SCOPE

The Contractor must furnish and deliver Various Furniture and Accessories F.O.B., City of Chicago, various Using Departments, including locations under construction or as an addition to existing furnishings. Delivery and Installation of Various Furniture and Accessories as described herein and on the Proposal Pages, and as manufactured by the manufacturers listed on the proposal pages, are all in accordance with the terms and conditions of this specification.

11.2. TRADE NAMES

In cases where an item is identified by a manufacturers 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 articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the proposal exactly what it proposes to furnish, or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

11.3. DISCOUNT FROM PRICE LISTS

GROUPS A THROUGH Z5

Bidders are requested to provide the City of Chicago a discount off Manufacturer's List Prices for each proposed Group. A mark-up on List Price will not be acceptable. All discounts must include the cost of furniture drawings, furniture layout design, set-up, assembly, delivery, installation, clean up, debris removal, removal of manufacturer's tags, and any other items or tasks necessary to complete the installation.

CATALOG RESTRICTIONS

The Gaylord and Brodart catalogs have the following restrictions:

Gaylord Catalog- The City of Chicago will only purchase from the Library Furniture Section, pages 650 thru 707, all other sections are restricted from purchases from any City Departments.

Brodart Catalog- The City of Chicago will only purchase from the Library Furniture Section, pages 573 thru 652, all other sections are restricted from purchases from any City Departments.

The Contractor will be at risk of non payment for any products shipped to the City of Chicago that are not from the Library Section of the Gaylord or the Brodart catalogs. In addition, the Contractor may be found to be in Default of the Contract terms and possible termination of Contract may result.

11.4. STORAGE OF FURNITURE (GROUP Z5-LINE ITEM 132-134)

From time to time the City may be unable to take delivery of furniture immediately upon vendor's receipt of same. Either through planned instances (phasing) or unforeseen situations, although infrequent, the City will then

request the vendor "hold" the furniture until such time that delivery can be made. The furniture must be stored in a fully insured and bonded facility and in the original cartons or packaging, unless the City determines otherwise. If storage is required and lasts for a period longer than two (2) months, the vendor may charge according to the line item price. Fees will be based on a square foot cost per day, week, or month when storage space exceeds one thousand (1,000) square feet.

11.5. FURNITURE REFURBISHMENT/REPAIR (GROUP Z5-LINE ITEM 135)

Vendor must repair, or cause to be repaired, damaged or broken furniture in lieu of discarding or replacing item.

11.6. FURNITURE RECONFIGURATION (GROUP Z5-LINE ITEM 136)

Vendor must dismantle existing furniture panel systems for reuse in new configurations and/or change newly installed furniture to better meet requirements or changes in requirements.

11.7. GUARANTEE

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

All warranty booklets for products purchased must be delivered with the product at the time of delivery and installation.

11.8. SPECIAL REQUIREMENTS

Job Conditions – The Contractor will be responsible for making certain that furniture is not delivered to new construction or remodeled areas until the building and storage areas are sufficiently dry so that the furniture will not be damaged by excessive changes in moisture.

Field Measurements – The Contractor or installer must verify all dimensions and take such measurements as are required for proper fabrication and erection of the work before proceeding with furnishing and installation of the furniture.

Delivery, Storage and Handling – The Contractor must furnish such delivery schedules, as may be required, for the proper delivery of the Various Furniture and/or Accessories and related services for review and approval by the Using Departments. The bidder must make any corrections if errors are found and submit revised schedules prior to delivery of any Furniture and/or accessories and related services.

Materials must be delivered to the sites in sealed containers bearing manufacturer's name and material identification. Materials must be stored in strict accordance with the manufacturer's printed directions, copies of which must be furnished to the Using Departments.

It will be the responsibility of the Contractor to insure that all delivery personnel are aware of any unloading instructions. All furniture and materials must be unloaded by the Contractor (or other respective carrier) and installed (as required) into the requested location.

Protection – Contractor must protect materials against damage from mechanical abuse, plaster, salts, acids, staining and other foreign matter by an approved means during transportation, storage and erection, and until completion of work. All unsatisfactory materials/furniture must be removed from the premises, and all damaged materials must be replaced with new materials, at no additional cost to the City of Chicago.

Furniture Drawings – The Contractor must furnish such drawings in auto cad format as may be required for the proper conduct of the installation for review and approval by the Using Departments. Contractor must make any corrections and submit revised prints of the furniture drawings and obtain final approval prior to the fabrication or installation of any Furniture or Accessories.

Site Visits – The Contractor is responsible for observing all conditions at a location that may affect delivery and must coordinate deliveries and receipt of deliveries with a Using Department designee and the building management.

Changes in Work – The City reserves the right to modify quantities or delivery instructions of specific orders up to four (4) weeks prior to scheduled delivery date.

Installation – The Contractor must level, align, bolt, and provide all services necessary for complete installation. Vendor must relocate furniture to allow other trades to complete their work and/or relocate newly installed furniture due to a change in requirements. Installation charges must be included with the discount from List Price.

Tags – The Contractor must provide adhesive identification tags to be affixed to the various Furniture and Accessories provided. The tag size and font size will be determined at the time of order placement.

The following block text must be imprinted on the tag:

PROPERTY OF
CITY OF CHICAGO
DEPARTMENT OF
GENERAL SERVICES
ID# _____

11.9. DELIVERY

Deliveries must be made F.O.B., City of Chicago, at any point within the City, at no charge to the City, regardless of the purchase order release amount. Deliveries of Various Furniture and Accessories must be delivered within four (4) to six (6) weeks after receipt of purchase order releases from the Department of General Services or Using Department.

It will be the Contractor's responsibility to insure that the delivery location is secured for material acceptance. Contractor must make contact with the appropriate Department of General Services or Using Department personnel prior to delivery. Any material loss or damage resulting in financial outlay, due to negligence on the part of the supplier or manufacturer will be the sole responsibility of the Contractor. All replacements will be the responsibility of the Contractor.

Delivery times will be as directed by any authorized City personnel and will occur during one or more of the times listed below:

Monday through Friday- 6:00 a.m. to 8:00 a.m.; 8:30 a.m. to 4:00 p.m.; or 6:00 p.m. to 12:00 p.m.

Saturday and Sunday- 7:00 a.m. to 4:00 p.m.

(GROUP Z5-LINE ITEM 137)

Note: The premium delivery time costs (1/2 time) can only be invoiced for Saturday and Sunday deliveries between the hours of 7:00 a.m. through 4:00 p.m. and will require certified payrolls.

Prior to delivery, the Contractor must visit the site of the proposed delivery and installation and become thoroughly familiarized with the location and conditions that will be encountered and that will affect the proposed work. No additional allowance will be granted because of lack of knowledge of such conditions.

11.10. DELAYED DELIVERY

The City reserves the right to request a delayed delivery. In the event that unforeseen circumstances arise, the City may, within five (5) calendar days of a scheduled delivery, send written notification to the Contractor by fax or electronic email that the delivery be delayed. The requesting Department will also submit written notification of the rescheduled delivery date.

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

11.11. CUSTOMER REFERENCES

Bidder must include as a part of the Proposal, references from clients who have been serviced for new construction projects that include shop drawings, assembly, etc.

*Bid responses are to include discounts that encompass the quick ship program

11.12. 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.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

Original (DPS)

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

DATE OF AWARD	DEPARTMENT NUMBER	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PAGE NUMBER
IN PROCESS	38	12325	38991	233145	A		1

BUYER:

126152 VICTORIA SANTIAGO 312-744-8760

ORDERED FROM:

DESKS INC
600 W. FULTON ST, STE 200(EFT)
CHICAGO, IL 60661

PO DESCRIPTION: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	42597.01	AGATI.DISCOUNT FROM AGATI PRICE LIST 2006.	USD	0.00
2	42597.04	AURORA SHELVING.DISCOUNT FROM AURORA SHELVING GSA PRICE LIST 10/1/01 THRU 9/30/06.	USD	0.00
3	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM GUEST SEATING PRICE LIST 1/15/06.	USD	0.00
4	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM REVISED EDITION SEATING PRICE LIST 1/15/06.	USD	0.00
5	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM SUPPLEMENTAL PRICE LIST III 1/15/06.	USD	0.00
6	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM SUPPLEMENTAL PRICE LIST 1/15/06.	USD	0.00
7	42597.05	ERG INTERNATIONAL TABLES BOARDROOM FURNITURE. DISCOUNT FROM TABLES PRICE LIST 2006.	USD	0.00
8	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM SEATING PRICE LIST 7/1/04.	USD	0.00
9	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM GEVA PRICE LIST 1/2/03	USD	0.00
10	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM KENSINGTON PRICE LIST 2/6/05.	USD	0.00
11	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MOSAIC PRICE LIST 2/6/05.	USD	0.00
12	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MEDLEY PRICE LIST 6/13/05.	USD	0.00
13	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MEDLEY LAMINATE PRICE LIST 2/6/05.	USD	0.00
14	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM TABLES PRICE LIST 2/6/05.	USD	0.00
15	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM SHUTTLE PRICE LIST 1/2/03.	USD	0.00
16	42597.08	HALE WOOD BOOKCASES. DISCOUNT FROM RETAIL PRICE LIST 3/1/05.	USD	0.00
17	42597.12	COMMUNITY.DISCOUNT FROM COMMUNITY PRODUCT CATALOG 1/1/06.	USD	0.00
18	42597.12	JSI. DISCOUNT FROM SEATING PRICE LIST 1/01/06.	USD	0.00
19	42597.13	KI PRODUCT BROCHURES. DISCOUNT FROM CROSSROADS LIBRARY FURNITURE PRICE LIST 1/17/05.	USD	0.00
20	42597.13	KI PRODUCT BROCHURES. DISCOUNT FROM SEATING PRICE LIST 1/17/05.	USD	0.00
21	42597.13	KI PRODUCT BROCHURES. DISCOUNT FROM VERSA UPHOLSTERED SEAT AND WOOD BACK CHAIR PRICE LIST 1/17/05	USD	0.00
22	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM RAPTUREE SEATING PRICE LIST 1/17/05.	USD	0.00
23	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM PIRETTI ENGAGE STOOL SEATING PRICE LIST 1/17/05.	USD	0.00
24	42597.13	KI PRODUCT BROCHURE.DISCOUNT FROM OLYMPIA SEATING PRICE LIST 1/17/05.	USD	0.00
25	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DANCE CHAIR PRICE LIST 1/17/05.	USD	0.00
26	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DURASTACK STACK CHAIRS PRICE LIST 1/17/05.	USD	0.00

THIS IS NOT AN ORDER

THE ABOVE VENDOR AGREES TO FURNISH AND DELIVER, IN ACCORDANCE WITH THE TERMS OF THE GENERAL AND SPECIAL CONDITIONS AND DETAILED SPECIFICATIONS, ONLY THOSE ITEMS LISTED ABOVE. CITY DEPARTMENTS WILL ISSUE RELEASES FOR ITEMS AS REQUIRED. THE CITY WILL NOT BE OBLIGATED TO PAY IN EXCESS OF THE INDICATED UNIT PRICES SUBJECT TO ANY APPROVED ESCALATION/DE-ESCALATION.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

Original (DPS)

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

DATE OF AWARD	DEPARTMENT NUMBER	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PAGE NUMBER
IN PROCESS	38	12325	38991	233145	A		2

BUYER:

126152 VICTORIA SANTIAGO 312-744-9780

ORDERED FROM:

DESKS INC
600 W. FULTON ST, STE 200(EFT)
CHICAGO, IL 60661

PO DESCRIPTION: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
27	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DURASTACK PEDESTAL BASE CHAIR PRICE LIST 1/17/05.	USD	0.00
28	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM GATE ONE SEATING PRICE LIST 1/17/05.	USD	0.00
29	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM TABLES PRICE LIST 1/17/05.	USD	0.00
30	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DATALINK MULTIPURPOSE TABLES PRICE LIST 1/17/05.	USD	0.00
31	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM TREK TABLES PRICE LIST 1/17/05.	USD	0.00
32	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM HURRY UPI TABLES PRICE LIST 1/17/05.	USD	0.00
33	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADDENDUM: KEYBOARD ARMS AND TRAYS PRICE LIST 1/17/05.	USD	0.00
34	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM POWERED TABLES PRICE LIST 1/17/05.	USD	0.00
35	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM INTANDEM TABLES PRICE LIST 1/17/05.	USD	0.00
36	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM CONNECT SINGLE CIRCUIT ELECTRICAL SYSTEM PRICE LIST 1/17/05.	USD	0.00
37	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DESKING SYSTEMS PRICE LIST 1/17/05.	USD	0.00
38	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM GENESIS DESKING PRICE LIST 1/17/05.	USD	0.00
39	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ALL TERRAIN PRICE LIST 1/17/05.	USD	0.00
40	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM FLEXIBLE WORKSPACE SYSTEM PRICE LIST 1/17/05.	USD	0.00
41	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM SYSTEM 3000 PANEL SYSTEM PRICE LIST 1/17/05.	USD	0.00
42	42597.13	KI PRODUCT BROCHURE DISCOUNT FROM BALANCE OVERHEAD PRICE LIST 1/17/05.	USD	0.00
43	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM FILES AND STORAGE PRICE LIST 1/17/05.	USD	0.00
44	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM PIVOT FILE ROTARY STORAGE PRICE LIST 1/17/05.	USD	0.00
45	42597.13	KI PRODUCT BROCHURE DISCOUNT FROM ADD PATIENT ROOM SEATING PRICE LIST 1/17/05.	USD	0.00
46	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD STACKER PRICE LIST 1/17/05.	USD	0.00
47	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD SLEEP CHAIR PRICE LIST 1/17/05.	USD	0.00
48	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD DAYBED SOFA PRICE LIST 1/17/05.	USD	0.00
49	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD PUBLIC SPACE SEATING PRICE LIST 1/17/05.	USD	0.00
50	42597.14	KNOLL CASEGOODS-METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM CALIBRE PRICE LIST 2/2006.	USD	0.00
51	42597.14	KNOLL CASEGGODS-METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM OFFICE SEATING PRICE LIST 2/2006.	USD	0.00
52	42597.14	KNOLL CASEGOODS-METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM KNOLL EXTRA PRICE LIST 2/2006.	USD	0.00

***THIS IS NOT AN ORDER

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**CITY OF CHICAGO
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BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

DESKS INC
600 W. FULTON ST, STE 200(EFT)
CHICAGO, IL 60661

PO DESCRIPTION: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
53	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM MORRISON PRICE LIST 2/2006.	USD	0.00
54	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM DIVIDENDS PRICE LIST 2/2006.	USD	0.00
55	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM EQUITY PRICE LIST 2/2006.	USD	0.00
56	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM CURRENTS PRICE LIST 2/2006.	USD	0.00
57	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC. DISCOUNT FROM THE LOCKER SERIES PRODUCT GUIDE PRICE LIST 9/2002.	USD	0.00
58	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC. DISCOUNT FROM K.M.I./LINCORA SERIES PRODUCT GUIDE U.S.A. PRICE LIST 9/2002.	USD	0.00
59	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC. DISCOUNT FROM FICOBEC PRODUCT GUIDE PRICE LIST 6/2004.	USD	0.00
60	42597.16	MADE RITE. INSTITUTIONAL MATTRESSES MANUFACTURED BY MADE RITE BEDDING DISCOUNT FROM PRICELIST 11/4/2005.	USD	0.00
61	42597.16	MADE RITE. INSTITUTIONAL WOOD HEADBOARD DISCOUNT FROM MFG SUGGESTED LIST PRICES 11/4/05.	USD	0.00
62	42597.17	MAGNUSON GROUP FACILITY MGT SOLUTIONS. DISCOUNT FROM MG PERSL CSTMRS, FLR RCKS, DSKTP MGT SYS, MAG RCKS, WAL RCKS, HSK, HK PNLS AND HGRS PRICE LIST 9/1/05.	USD	0.00
63	42597.17	MAGNUSON GROUP FACILITY MGT SOLUTIONS. DISCOUNT FROM MG VILAGRASA 9/1/05.	USD	0.00
64	42597.21	PETER PEPPER PRODUCTS. DISCOUNT FROM PRICE LIST AND 7/1/05 THRU 12/31/06.	USD	0.00
65	42597.24	TAYCO SEGMENTED TILE SYSTEM, MOBILE FREE-STANDING SYSTEM. DISCOUNT FROM COSMOPOLITAN PRICE LIST 2/1/05.	USD	0.00
66	42597.24	TAYCO SEGMENTED TILE SYSTEM MOBILE FREE-STANDING SYSTEM. DISCOUNT FROM GO PRODUCT PRICE LIST 2/1/05.	USD	0.00
67	42597.24	TAYCO SYSTEMS, FREE-STANDING SEATING, QUICKSHIP. DISCOUNT FROM REPOSE OFFICE SEATING, MOST CURRENT PRICE LIST 2/1/05.	USD	0.00
68	42597.24	TAYCO OFFICE FURNITURE. DISCOUNT FROM PRODUCT PRICING, 2/1/05.	USD	0.00
69	9314701108	FURNITURE SERVICE - MONTHLY STORAGE OF FURNITURE	Square Foot	0.77
70	9314701109	FURNITURE SERVICE - WEEKLY STORAGE OF FURNITURE	Square Foot	0.19
71	9314701107	FURNITURE SERVICE - DAILY STORAGE OF FURNITURE	Square Foot	0.05
72	9314655100	FURNITURE SERVICES- FURNITURE REPAIR FEE	Hour	58.00
73	9314501100	FURNITURE RECONFIGURATION SERVICES FEE	Hour	75.00
74	9314701120	FURNITURE SERVICE - LABOR, PREMIUM DELIVERY TIME	Hour	110.00

***THIS IS NOT AN ORDER

THE ABOVE VENDOR AGREES TO FURNISH AND DELIVER, IN ACCORDANCE WITH THE TERMS OF THE GENERAL AND SPECIAL CONDITIONS AND DETAILED SPECIFICATIONS, ONLY THOSE ITEMS LISTED ABOVE. CITY DEPARTMENTS WILL ISSUE RELEASES FOR ITEMS AS REQUIRED. THE CITY WILL NOT BE OBLIGATED TO PAY IN EXCESS OF THE INDICATED UNIT PRICES SUBJECT TO ANY APPROVED ESCALATION/DE-ESCALATION.

12. FMPS PROPOSAL PAGES



DESKS INC.

August 2, 2006

Ms. Victoria Santiago
City of Chicago Procurement
121 N. LaSalle Street
Chicago, Illinois 60602

Re: Specification # 38991
RFQ # 1907

Dear Ms. Santiago:

As you requested during our recent phone conversation, Desks Inc will hold our bid pricing until August 30, 2006 for the above referenced bid.

Sincerely,

John Behrmann
Sales Consultant

City of Chicago
Catalog RFQ - Lines By Group

PU085C

Addendum #1

2 Header Information

Please Respond By 03/29/2006
RFQ Number 1907
Ship To Location 038-2107 BUR CNTRCTS
For More Information Please Contact VICTORIA VELEZ 312-744-9760

DELIVERY AND INSTALLATION OF VARIOUS
RFQ Description FURNITURE AND ACCESSORIES
Special Instructions
Your Quote is Effective as of 03/29/2006
RFQ Status Active

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.

Items on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, 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.

2 Header Details

Contract Type COMMODITIES Specification 38991
Target Market NO Procurement Type BID
Advertise Date 02/27/2006 Bid Deposit Required NO
WEB BID Edit Rules GROUP

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
City Owned Business Enterprise	Target Percentage Rate	16.90 %
Non Owned Business Enterprise	Target Percentage Rate	4.50 %

City of Chicago
Catalog RFQ - Lines By Group

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
✓	42597.01	42597.01	AGATI, DISCOUNT FROM AGATI PRICE LIST 12/15/03.	A: AGATI	USD	\$ 950000	(N/A)	52 %	\$ 456,000	2006 List	ACCEPTED
Total Group Extended Price										\$ 456,000.00	✓

Group A: AGATI											
Catalog Line	42597.02	42597.02	ALLSTEEL SYSTEMS MOBILITY. DISCOUNT FROM ALLSTEEL SYSTEMS PRICE LIST 03/02/03.	B: ALLSTEEL	USD	\$ 250000	(N/A)	---	---	---	---
Catalog Line	42597.02	42597.02	ALLSTEEL TABLES, SEATING, CASEGOODS. DISCOUNT FROM ALLSTEEL GET SET PRICE LIST 05/25/03.	B: ALLSTEEL	USD	\$ 250000	(N/A)	---	---	---	---
Catalog Line	42597.02	42597.02	ALLSTEEL TABLES, SEATING, CASEGOODS. DISCOUNT FROM ALLSTEEL SEATING PRICE LIST 11/03/02 AND SUPPLEMENT 05/25/02.	B: ALLSTEEL	USD	\$ 125000	(N/A)	---	---	---	---
Catalog Line	42597.02	42597.02	ALLSTEEL TABLES, SEATING, CASEGOODS. DISCOUNT FROM ALLSTEEL CASEGOODS PRICE LIST 11/03/03.	B: ALLSTEEL	USD	\$ 412000	(N/A)	---	---	---	---
Catalog Line	42597.02	42597.02	ALLSTEEL STORAGE. DISCOUNT FROM REACH PRICE LIST 02/06/05.	B: ALLSTEEL	USD	\$ 400000	(N/A)	---	---	---	---
Total Group Extended Price										\$ 1,477,000.00	---

Group B: ALLSTEEL											
Catalog Line	42597.03	42597.03	ANDERSON HICKEY. DISCOUNT FROM ANDERSON HICKEY PRICE LIST 01/01/03.	C: ANDERSON HICKEY	USD	\$ 125000	(N/A)	---	---	---	---
Catalog Line	42597.03	42597.03	UNITED CHAIR. DISCOUNT FROM UNITED CHAIR PRICE LIST, U.S. DELIVERED PRICING 01/01/03.	C: ANDERSON HICKEY	USD	\$ 130000	(N/A)	---	---	---	---
Total Group Extended Price										\$ 255,000.00	---

Group C: ANDERSON HICKEY											
Catalog Line	42597.04	42597.04	AURORA SHELVING. DISCOUNT FROM AURORA SHELVING PRICE LIST 01/01/03.	D: AURORA	USD	\$ 42500	(N/A)	45 %	\$ 23,375.00	2006 List	---
Total Group Extended Price										\$ 23,375.00	✓

Group D: AURORA											
✓	42597.05	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM GUEST SEATING PRICING INFORMATION 11/01/02.	E: ERG	USD	\$ 25000	(N/A)	52 %	\$ 12,000.00	2006 List	---
Catalog Line	42597.05	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM REVISED EDITION SEATING PRICE LIST 04/15/03.	E: ERG	USD	\$ 25000	(N/A)	52 %	\$ 12,000.00	2006 List	---
Total Group Extended Price										\$ 24,000.00	✓

City of Chicago
Catalog RFQ - Lines By Group
Addendum #1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / D. Date and Mfr	Comments
Catalog Line	42597.05	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM SUPPLEMENTAL PRICE LIST # 04/15/03.	E: ERG	USD	\$ 25000	(N/A)	52 %	\$ 12,000.00	2006 / List	
Catalog Line	42597.05	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM SUPPLEMENTAL PRICE LIST JULY 2003.	E: ERG	USD	\$ 25000	(N/A)	52 %	\$ 12,000.00	2006 List	
Catalog Line	42597.05	42597.05	ERG INTERNATIONAL TABLES AND BOARDROOM FURNITURE. DISCOUNT FROM ERG INTERNATIONAL TABLES AND BOARDROOM FURNITURE PRICE LIST OCTOBER 2002.	E: ERG	USD	\$ 25000	(N/A)	52 %	\$ 12,000.00	2006 List	
Group									Total Group Extended Price	\$60,000.00	ACCEPTED
Catalog Line	42597.06	42597.06	GLOBAL DISCOUNT FROM THINK GLOBAL LIST PRICE BOOK 05/07/03.	F: GLOBAL	USD	\$ 750000	(N/A)	---	\$ ---	---	
Group									Total Group Extended Price	\$ ---	
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM SEATING PRICE LIST 01/02/03 AND NEW SEATING 08/18/03 AND NEW SEATING 09/02/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	ACCEPTED
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM GEVA PRICE LIST 01/02/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM KENNINGTON PRICE LIST 01/02/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	ACCEPTED
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MOSAIC PRICE LIST 01/02/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	ACCEPTED
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MEDLEY PRICE LIST 06/18/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MEDLEY LAMINATE PRICE LIST 06/18/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	ACCEPTED
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM TABLES PRICE LIST 01/02/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	
Catalog Line	42597.07	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM SHUTTLE PRICE LIST 01/02/03.	G: GUNLOCKE	USD	\$ 37500	(N/A)	49.5 %	\$ 18,937.50	Current List	ACCEPTED
Group									Total Group Extended Price	\$151,500.00	ACCEPTED

City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mtr	Comments
✓	42597.06	42597.06	HALE WOOD BOOKCASES. DISCOUNT FROM GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST 12/02/02.	H:HALE	USD	\$12500	(N/A)	45 %	\$ 6,875.00	Current List	ACCEPTED
									Total Group Extended Price \$ 6,875.00		
Catalog Line	42597.09	42597.09	HAWORTH RUSH QUICKSHIP START IT UP. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH LINK GROUP. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH CAUSEWAY. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH DATA THING. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH IF/JUMPSTUFF/CROSSINGS. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH EXECUTIVE CASEGOODS/TABLES. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH CASEGOODS/FILES/STORAGE. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH TRANSITIONAL PRODUCTS. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH TACTICS/KINETICS TABLES. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH RACE. DISCOUNT FROM PRICE LIST MARCH 2002.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH PLACES. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---
Catalog Line	42597.09	42597.09	HAWORTH ENHANCED PREMISE. DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$7500	(N/A)	---	\$ ---	---	---

City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mtr	Comments
Catalog Line	42597.09	42597.09	HAWORTH SEATING, DISCOUNT FROM PRICE LIST MARCH 2003.	I: HAWORTH	USD	\$ 7500	(N/A)		\$		
<p style="text-align: center;">Group I: HAWORTH Total Group Extended Price \$</p>											
Catalog Line	42597.10	42597.10	THE HON COMPANY, DISCOUNT FROM HON GROUP LIST PRICER 10/05/03.	J: HON	USD	\$ 250000	(N/A)	52 %	\$ 120,000.00	List	
<p style="text-align: center;">Group J: HON Total Group Extended Price \$ 120,000.00</p>											
Catalog Line	42597.11	42597.11	INWOOD OFFICE ENVIRONMENT, DISCOUNT FROM ENVIRONMENT(S) FURNITURE PRICE BOOK 03/15/04.	K: INWOOD	USD	\$ 200000	(N/A)		\$		
<p style="text-align: center;">Group K: INWOOD Total Group Extended Price \$</p>											
Catalog Line	42597.12	42597.12	COMMUNITY, DISCOUNT FROM COMMUNITY 01/01/04 PRODUCT CATALOG.	L: JASPER	USD	\$ 95000	(N/A)	49 %	\$ 84,500.00	Current List	\$13 \$4,450.00
Catalog Line	42597.12	42597.12	JSI, DISCOUNT FROM SEATING PRICE LIST 01/01/04.	L: JASPER	USD	\$ 12500	(N/A)	49 %	\$ 6,375.00	Current List	
<p style="text-align: center;">Group L: JASPER Total Group Extended Price \$ 90,875.00</p>											
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURES, DISCOUNT FROM CROSSROADS LIBRARY FURNITURE PRICE LIST 08/04/03.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURES, DISCOUNT FROM SEATING PRICE LIST 08/04/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURES, DISCOUNT FROM VERSA UPHOLSTERED SEAT AND WOOD BACK CHAIR PRICE LIST 08/10/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE, DISCOUNT FROM RAFTURE SEATING PRICE LIST 09/03/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE, DISCOUNT FROM PIRETTI ENGAGE STOOL SEATING PRICE LIST 04/15/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE, DISCOUNT FROM OLYMPIA SEATING PRICE LIST 08/01/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	

NOT ACCEPTED

ACCEPTED

City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type	Item	Quantity	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog #/ID, Date and Mfr	Comments
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM DANCE CHAIR PRICE LIST 03/03/03.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM DURATRACK STACK CHAIRS PRICE LIST 12/30/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	ACCEPTED
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM DURATRACK PEDESTAL BASE CHAIR PRICE LIST 04/01/03.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM GATE ONE SEATING PRICE LIST 07/01/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM TABLES PRICE LIST 06/04/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM DATA LINK MULTIPURPOSE TABLES PRICE LIST 05/13/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	ACCEPTED
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM TREK TABLES PRICE LIST 01/21/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM HURRY UP! TABLES PRICE LIST 07/14/03.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM ADDENDUM: KEYBOARD ARMS AND TRAYS PRICE LIST 07/02/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	ACCEPTED
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM POWERED TABLES PRICE LIST 03/18/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM INTANDEM TABLES PRICE LIST 10/01/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM CONNECT SINGLE CIRCUIT ELECTRICAL SYSTEM PRICE LIST 04/16/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM DESKING SYSTEMS PRICE LIST 03/16/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13		KI PRODUCT BROCHURE. DISCOUNT FROM GENESIS DESKING PRICE LIST 09/02/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	

City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / D. Date and Mfr	Comments
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ALL TERRAIN PRICE LIST 09/04/03.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM FLEXIBLE WORKSPACE SYSTEM PRICE LIST 09/01/00.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	ACCEPTED
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM SYSTEM 3000 PANEL SYSTEM PRICE LIST 04/02/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM BALANCE OVERHEAD PRICE LIST 11/01/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM FILES AND STORAGE PRICE LIST 11/01/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	ACCEPTED
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM PIVOT FILE ROTARY STORAGE PRICE LIST 01/01/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD PATIENT ROOM SEATING PRICE LIST 10/01/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD STACKER PRICE LIST 10/01/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD SLEEP CHAIR PRICE LIST 10/01/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	ACCEPTED
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD DAYBED SOFA PRICE LIST 10/01/01.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
Catalog Line	42597.13	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD PUBLIC SPACE SEATING PRICE LIST 01/14/02.	M: KI	USD	\$ 625	(N/A)	47 %	\$ 331.25	List	
<p>Group <input checked="" type="checkbox"/> M: KI Total Group Extended Price \$10,268.75</p>											ACCEPTED
Catalog Line	42597.14	42597.14	KNOLL CASEGOODS - METAL FILING, SEATING ACCESSORIES. DISCOUNT FROM CALIBRE PRICE LIST 09/15/03.	N: KNOLL	USD	\$ 225000	(N/A)	48 %	\$ 117,000.00	Current List	

PERSON TO CONTACT REGARDING BID

NAME: JOHN BEHRMANN

PHONE: 312, 334-3321

ADDRESS: 600 W. FULTON ST S#200, CHGO, IL 60661

CUSTOMER REFERENCES:

1. RUSH UNIV. MEDICAL CENTER — BILL GRAND 312/942-7200
1700 W. VAN BUREN / S# 050
CHGO, IL 60612

2. PROTEUS GROUP — ALAN MACK 312/573-4043
223 W. ERIE ST.
CHGO, IL 60610

3. JACKIE IACULLO
COOK COUNTY ACCESSOR'S OFFICE
CHGO, IL

EXCEPTIONS:

City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Unit	Comments	
Catalog Line	42597.14	42597.14	KNOLL CASEGOODS - METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM OFFICE SEATING PRICE LIST 01/01/03.	N: KNOLL	USD	\$ 562500	(N/A)	48 %	\$ 292,500.00	Current List	ACCEPTED	
Catalog Line	42597.14	42597.14	KNOLL CASEGOODS - METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM KNOLLEXTRA PRICE LIST 01/01/03.	N: KNOLL	USD	\$ 562500	(N/A)	46 %	\$ 303,750.00	Current List	ACCEPTED	
Catalog Line	42597.14	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS, DISCOUNT FROM MORRISON PRICE LIST 01/01/03.	N: KNOLL	USD	\$ 562500	(N/A)	50 %	\$ 281,250.00	Current List	ACCEPTED	
Catalog Line	42597.14	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS, DISCOUNT FROM DIVIDENDS PRICE LIST 08/15/03.	N: KNOLL	USD	\$ 562500	(N/A)	51 %	\$ 275,625.00	Current List	ACCEPTED	
Catalog Line	42597.14	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS, DISCOUNT FROM EQUITY PRICE LIST 01/01/03.	N: KNOLL	USD	\$ 562500	(N/A)	55 %	\$ 253,125.00	Current List	ACCEPTED	
Catalog Line	42597.14	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS, DISCOUNT FROM CURRENTS PRICE LIST 08/15/03.	N: KNOLL	USD	\$ 562500	(N/A)	48 %	\$ 292,500.00	Current List	ACCEPTED	
Group												
✓ N: KNOLL										Total Group Extended Price	\$ 1,815,750.00	ACCEPTED
Catalog Line	42597.15	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC, DISCOUNT FROM THE LOCKER SERIES PRODUCT GUIDE PRICE LIST U.S.A. 09/2002.	O: LINCORA	USD	\$ 212500	(N/A)	50 %	\$ 106,250.00	List	ACCEPTED	
Catalog Line	42597.15	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC, DISCOUNT FROM K.M.I./LINCORA SERIES PRODUCT GUIDE PRICE LIST U.S.A. 09/2002.	O: LINCORA	USD	\$ 212500	(N/A)	50 %	\$ 106,250.00	List	ACCEPTED	
Catalog Line	42597.15	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC, DISCOUNT FROM FICOBEC PRODUCT GUIDE PRICE LIST 07/2001.	O: LINCORA	USD	\$ 212500	(N/A)	50 %	\$ 106,250.00	List	ACCEPTED	
Group												
✓ O: LINCORA										Total Group Extended Price	\$ 318,750.00	ACCEPTED
Catalog Line	42597.16	42597.16	MADE RITE, INSTITUTIONAL MATTRESSES MANUFACTURED BY MADE RITE BEDDING DISCOUNT FROM PRICE LIST JULY 2003.	P: MADE RITE	USD	\$ 62500	(N/A)	35 %	\$ 40,625.00	List	ACCEPTED	
Catalog Line	42597.16	42597.16	MADE RITE, INSTITUTIONAL WOOD HEADBOARDS DISCOUNT FROM MFG SUGGESTED LIST PRICES 01/28/04.	P: MADE RITE	USD	\$ 37500	(N/A)	35 %	\$ 24,375.00	List	ACCEPTED	

City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type Item Category Commodity Desc Group ID UOM Estimated Usage UOM Price Discount of Markup % Extended Price Catalog # / ID, Date and Mfr Comments

Group P: MADE RITE Total Group Extended Price \$ 65,000.00

Catalog Line	42597.17	42597.17	MAGNUSON GROUP FACILITY MGT SOLUTIONS. DISCOUNT FROM MG PERSL CSTMRS, FLR RCKS, DSKTP MGT SYS, MAG RCKS, WALL RCKS, HKS, HK PNLs AND HONRS PRICE LIST 09/01/02.	Q: MAGNUSON GROUP	USD	\$ 25000	(N/A)	41%	\$ 14,750.00	List	ACCEPTED
Catalog Line	42597.17	42597.17	MAGNUSON GROUP FACILITY MGT SOLUTIONS. DISCOUNT FROM MG VILGRASA 09/01/02.	Q: MAGNUSON GROUP	USD	\$ 25000	(N/A)	41%	\$ 14,750.00	List	ACCEPTED

Group Q: MAGNUSON Total Group Extended Price \$ 29,500.00

Catalog Line	42597.18	42597.18	MAXON WE GET YOU WORKING FAST. DISCOUNT FROM CONTRACT PRICE BOOK 07/08/03 AND PRICE BOOK ADDENDUM 12/29/02.	R: MAXON	USD	\$ 125000	(N/A)	53%	\$ 58,750.00	List	NOT ACCEPTED
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Group R: MAXON Total Group Extended Price \$ 58,750.00

Catalog Line	42597.19	42597.19	MILLER OFFICE FURNITURE. DISCOUNT FROM PRICE LIST 03/17/03.	S: MILLER	USD	\$ 162500	(N/A)				
Catalog Line	42597.19	42597.19	MILLER OFFICE FURNITURE. DISCOUNT FROM FAST TRACK COAST TO COAST 03/17/03.	S: MILLER	USD	\$ 162500	(N/A)				

Group S: MILLER Total Group Extended Price \$ 325,000.00

Catalog Line	42597.20	42597.20	OFS CASEGOODS. DISCOUNT FROM CASEGOODS PRICE LIST 01/10/03.	T: OFS	USD	\$ 75000	(N/A)				
Catalog Line	42597.20	42597.20	OFS CASEGOODS. DISCOUNT FROM CONFERENCE PRICE LIST 01/10/03.	T: OFS	USD	\$ 75000	(N/A)				
Catalog Line	42597.20	42597.20	OFS CASEGOODS. DISCOUNT FROM SEATING AND LOUNGE TABLES PRICE LIST 01/10/03.	T: OFS	USD	\$ 75000	(N/A)				
Catalog Line	42597.20	42597.20	FIRST OFFICE. AN OFS COMPANY. DISCOUNT FROM FIRST OFFICE PRICE LIST CASEGOODS, SEATING, AND CONFERENCE 01/10/03.	T: OFS	USD	\$ 75000	(N/A)				

Group T: OFS Total Group Extended Price \$ 300,000.00

Catalog Line	42597.21	42597.21	PETER PEPPER PRODUCTS. DISCOUNT FROM PRICE LIST AND SPECIFICATIONS 01/10/04.	U: PETER PEPPER	USD	\$ 62500	(N/A)	40%	\$ 37,500.00	List	ACCEPTED
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City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type Item Category Commodity Desc Group ID UOM Estimated Usage UOM Price Discount/ Markup % Extended Price Catalog # / ID, Date and Mfr Comments

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount/ Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
✓ Catalog Line	42597.22	42597.22	SITONIT SEATING. DISCOUNT FROM PRICE LIST 09/01/03.	V: SITONIT	USD	\$ 50000	(N/A)	52 %	\$ 24,000.00	000 LIST	ACCEPTED
Total Group Extended Price									\$ 24,000.00		NOT ACCEPTED

Group	V: SITONIT	W: SMED	X: TAYCO								
Catalog Line	42597.23	42597.23	42597.24								
SMED, TAG (TM) SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	SMED, TAG (TM) SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	TAYCO SEGMENTED TILE SYSTEM, MOBILE FREE-STANDING SYSTEM, DISCOUNT FROM COSMOPOLITAN PRICE LIST 09/01/2002.	TAYCO SEGMENTED TILE SYSTEM, MOBILE FREE-STANDING SYSTEM, DISCOUNT FROM COSMOPOLITAN PRICE LIST 09/01/2002.								
SMED, 11 B COMPANION SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	SMED, 11 B COMPANION SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	TAYCO SEGMENTED TILE SYSTEM, MOBILE FREE-STANDING SYSTEM, DISCOUNT FROM GO PRODUCT PRICING 09/01/02.	TAYCO SEGMENTED TILE SYSTEM, MOBILE FREE-STANDING SYSTEM, DISCOUNT FROM GO PRODUCT PRICING 09/01/02.								
SMED, LEGS 3 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.	SMED, LEGS 3 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.	TAYCO SYSTEMS, FREE-STANDING SEATING, QUICKSHIP. DISCOUNT FROM REPOSE OFFICE SEATING, MOST CURRENT PRICE LIST.	TAYCO SYSTEMS, FREE-STANDING SEATING, QUICKSHIP. DISCOUNT FROM REPOSE OFFICE SEATING, MOST CURRENT PRICE LIST.								
SMED, TOPS AND TOP SUPPORTS LEGS WORKSURFACE 48 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.	SMED, TOPS AND TOP SUPPORTS LEGS WORKSURFACE 48 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.										
SMED, TOPS AND TOP SUPPORTS MISC. WORKSURFACES 4C SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.	SMED, TOPS AND TOP SUPPORTS MISC. WORKSURFACES 4C SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.										
SMED INTERNATIONAL SF4 STORAGE US. DISCOUNT FROM PRICE LIST JULY 6, 2000.	SMED INTERNATIONAL SF4 STORAGE US. DISCOUNT FROM PRICE LIST JULY 6, 2000.										
SMED NX1 - NEXUS (TM) BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	SMED NX1 - NEXUS (TM) BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.										
Total Group Extended Price									\$ 3,000.00	000 LIST	ACCEPTED

Group	W: SMED	X: TAYCO									
Catalog Line	42597.23	42597.24									
SMED, TAG (TM) SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	SMED, TAG (TM) SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	TAYCO SYSTEMS, FREE-STANDING SEATING, QUICKSHIP. DISCOUNT FROM REPOSE OFFICE SEATING, MOST CURRENT PRICE LIST.									
SMED, 11 B COMPANION SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	SMED, 11 B COMPANION SEATING BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.										
SMED, LEGS 3 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.	SMED, LEGS 3 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.										
SMED, TOPS AND TOP SUPPORTS LEGS WORKSURFACE 48 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.	SMED, TOPS AND TOP SUPPORTS LEGS WORKSURFACE 48 SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.										
SMED, TOPS AND TOP SUPPORTS MISC. WORKSURFACES 4C SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.	SMED, TOPS AND TOP SUPPORTS MISC. WORKSURFACES 4C SMED INTERNATIONAL. DISCOUNT FROM U.S. SPECIFIER GUIDE AND PRICE BOOK JUNE, 1997.										
SMED INTERNATIONAL SF4 STORAGE US. DISCOUNT FROM PRICE LIST JULY 6, 2000.	SMED INTERNATIONAL SF4 STORAGE US. DISCOUNT FROM PRICE LIST JULY 6, 2000.										
SMED NX1 - NEXUS (TM) BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.	SMED NX1 - NEXUS (TM) BY SMED INTERNATIONAL. DISCOUNT FROM U.S. PRICING GUIDE 02/19/03.										
Total Group Extended Price									\$ 2,812.50	000 LIST	ACCEPTED

City of Chicago
Catalog RFQ - Lines By Group

Addendum # 1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
✓ Catalog Line	42597.24	42597.24	TAYCO OFFICE FURNITURE, DISCOUNT FROM PRODUCT PRICING, JULY 2002.	X: TAYCO	USD	\$ 6250	(N/A)	55 %	\$ 2,812.50	List	ACCEPTED
Group									Total Group Extended Price	\$ 11,625.00	✓

Group	Y: TEKNON	Total Group Extended Price
Y: TEKNON	USD \$ 187500	(N/A)
Y: TEKNON	USD \$ 25000	(N/A)
Y: TEKNON	USD \$ 37500	(N/A)
Y: TEKNON	USD \$ 37500	(N/A)
Y: TEKNON	USD \$ 37500	(N/A)
Y: TEKNON	USD \$ 62500	(N/A)
Total Group Extended Price		\$ 11,625.00

Group	Y: TEKNON	Total Group Extended Price
Z: VIP	USD \$ 62500	(N/A)
Z: VIP	USD \$ 62500	(N/A)
Z: VIP	USD \$ 62500	(N/A)
Z: VIP	USD \$ 62500	(N/A)
Z: VIP	USD \$ 62500	(N/A)
Total Group Extended Price		\$ 11,625.00

City of Chicago
Catalog RFQ - Lines By Group

PU085C

Addendum #1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
Catalog Line	42597.27	42597.27	BRODART, DISCOUNT FROM BRODART CUSTOM LIBRARY FURNITURE PRICE LIST 2004-2005.	ZZ1: BRODART	USD	\$ 1000000	(N/A)	30 %	\$ 700,000	00 FURNIT. NOT ACCEPTED	
Catalog Line	42597.27	42597.27	BRODART, DISCOUNT FROM BRODART 2005 CATALOG, LIBRARY FURNISHING SECTION PP. 573-652.	ZZ1: BRODART	USD	\$ 125000	Plus	18 %	\$ 147,500	00 Supply Catalog MU over LIST	
Group Z1: BRODART Total Group Extended Price									\$ 847,000.00		
Catalog Line	42597.26	42597.26	ENVIRONMENTAL WALL SYSTEMS, DISCOUNT FROM IRIS - WALL STANDARD CUSTOMER PRICE BOOK, JULY 1, 2004.	ZZ2: EWS	USD	\$ 125000	(N/A)				
Group Z2: EWS Total Group Extended Price									\$ -		
Catalog Line	42597.26	42597.26	GAYLORD, DISCOUNT FROM GAYLORD 2005 CATALOG, LIBRARY FURNISHING SECTION PP. 650-707.	ZZ3: GAYLORD	USD	\$ 125000	Plus	16 %	\$ 145,000	00 Sup NOT ACCEPTED	
Group Z3: GAYLORD Total Group Extended Price									\$ 145,000.00		
Catalog Line	42597.30	42597.30	HERMAN MILLER, DISCOUNT FROM PROSPECTS SYSTEM PRICE BOOK SEPTEMBER 6, 2005.	ZZ4: HERMAN MILLER	USD	\$ 150000	(N/A)				
Catalog Line	42597.30	42597.30	HERMAN MILLER, DISCOUNT FROM PASSAGE DESKING SYSTEM AND 5000 SERIES FURNITURE PRICE BOOK SEPTEMBER 6, 2005.	ZZ4: HERMAN MILLER	USD	\$ 150000	(N/A)				
Catalog Line	42597.30	42597.30	HERMAN MILLER, DISCOUNT FROM ACTION OFFICE SYSTEM PRICE BOOK SEPTEMBER 6, 2005.	ZZ4: HERMAN MILLER	USD	\$ 300000	(N/A)				
Catalog Line	42597.30	42597.30	HERMAN MILLER, DISCOUNT FROM FILING AND STORAGE QUADRANT AND MERIDIAN FILING AND STORAGE PRICE BOOK SEPTEMBER 6, 2005.	ZZ4: HERMAN MILLER	USD	\$ 200000	(N/A)				
Group Z4: HERMAN MILLER Total Group Extended Price									\$ -		
Goods	9314701106	93147	FURNITURE SERVICE - MONTHLY STORAGE OF FURNITURE	ZZ5: SERVICES	Square Foot	5000	\$ 0.77	(N/A)	\$ 3,850.00	(N/A)	
Goods	9314701109	93147	FURNITURE SERVICE - WEEKLY STORAGE OF FURNITURE	ZZ5: SERVICES	Square Foot	5000	\$ 0.19	(N/A)	\$ 950.00	(N/A)	ACCEPTED
Goods	9314701107	93147	FURNITURE SERVICE - DAILY STORAGE OF FURNITURE	ZZ5: SERVICES	Square Foot	5000	\$ 0.05	(N/A)	\$ 250.00	(N/A)	ACCEPTED

City of Chicago
Catalog RFQ - Lines By Group

Addendum #1

Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Data and Mtr	Comments
Goods	9314655100	93146	FURNITURE SERVICES- FURNITURE REPAIR FEE	ZZ5: SERVICES	Hour	1250	\$ 56.00	(N/A)	\$ 70,000.00	(N/A)	ACCEPTED
Goods	9314501100	93145	FURNITURE RECONFIGURATION SERVICES FEE	ZZ5: SERVICES	Hour	1500	\$ 75.00	(N/A)	\$ 112,500.00	(N/A)	ACCEPTED
Goods	9314701120	93147	FURNITURE SERVICE - LABOR, PREMIUM DELIVERY TIME	ZZ5: SERVICES	Hour	1500	\$ 110.00	(N/A)	\$ 165,000.00	(N/A)	ACCEPTED
Group Z5: SERVICES											
									Total Group Extended Price	\$352,550.00	
Goods	42597.32	42597.32	OFFICESCAPES, DISCOUNT FROM OFFICESCAPES, THE TABLE COMPANY, PRICE LIST 2006.	ZZ6	USD	50000	\$ -----	(N/A)	\$ -----	(N/A)	
Group Z6									Total Group Extended Price	\$ -----	
Goods	42597.31	42597.31	INVINCIBLE OFFICE FURNITURE, DISCOUNT FROM INVINCIBLE OFFICE FURNITURE PRICE BOOK JANUARY 2006.	ZZ7	USD	75000	\$ -----	(N/A)	\$ -----	(N/A)	
Group Z7									Total Group Extended Price	\$ -----	
Total Price									\$ 4,879,318.75		

City of Chicago
Catalog RFQ - Lines by Group

Line No Line Type Item Category Community Dist
Addendum #1

Group ID UOM Estimated Value Price Discount or Markup % Extended Price Catalog # / ID, Date and Mtr Comments

Section 1: Bidders may bid one or more Groups
Section 2: Bidders must bid Group Z5

Total Price Group A	\$456,000.00
Total Price Group B	-- ** --
Total Price Group C	-- ** --
Total Price Group D	23,375.00
Total Price Group E	60,000.00
Total Price Group F	-- ** --
Total Price Group G	151,500.00
Total Price Group H	6,875.00
Total Price Group I	-- ** --
Total Price Group J	120,000.00
Total Price Group K	-- ** --
Total Price Group L	90,875.00
Total Price Group M	10,268.75
Total Price Group N	1,815,750.00
Total Price Group O	318,750.00
Total Price Group P	65,000.00
Total Price Group Q	29,500.00
Total Price Group R	58,750.00
Total Price Group S	-- ** --
Total Price Group T	-- ** --
Total Price Group U	37,500.00
Total Price Group V	24,000.00
Total Price Group W	-- ** --
Total Price Group X	11,625.00
Total Price Group Y	-- ** --
Total Price Group Z	-- ** --
Total Price Group Z1	847,000.00
Total Price Group Z2	-- ** --
Total Price Group Z3	145,000.00
Total Price Group Z4	-- ** --
Total Price Group Z6	-- ** --
Total Price Group Z7	-- ** --

-SIB 54,825.00

Total Price Group Z5 352,550.00

Section 2 Total: 352,550.00

Section 1 Total \$4,126,768.75
Section 2 Total 352,550.00

Grand Total \$4,479,318.75

SIB \$4,588,268.75

Section 1 Total 4,126,768.75

SIB \$4,235,718.75

Total for Groups awarded -
\$3,293,518.75

13. ADDITIONAL PROPOSAL INFORMATION

GROUP A
MANUFACTURER: YES: X NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP B
MANUFACTURER: YES: NO: X

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP C
MANUFACTURER: YES: NO: X

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP D
MANUFACTURER: YES: X NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP E
MANUFACTURER: YES: X NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP F
MANUFACTURER: YES: NO: X

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP G
MANUFACTURER: YES: X NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP H
MANUFACTURER: YES: X NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP I
MANUFACTURER: YES: _____ NO: X

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP J
MANUFACTURER: YES: X NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP K
MANUFACTURER: YES: _____ NO: X

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP L
MANUFACTURER: YES: X NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP M
MANUFACTURER: YES: X NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP N
MANUFACTURER: YES: X NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP O
MANUFACTURER: YES: X NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP P
MANUFACTURER: YES: X NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP Q
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP R
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP S
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP T
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP U
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP V
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP W
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP X
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: NO:

AUTHORIZED DISTRIBUTOR: YES: NO:

GROUP Y
MANUFACTURER: YES: NO:

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP Z
MANUFACTURER: YES: _____ NO:

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP Z1
MANUFACTURER: YES: NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP Z2
MANUFACTURER: YES: _____ NO:

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP Z3
MANUFACTURER: YES: NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP Z4
MANUFACTURER: YES: _____ NO:

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

GROUP Z5
MANUFACTURER: YES: _____ NO: _____

EXCLUSIVE DISTRIBUTOR: YES: _____ NO: _____

AUTHORIZED DISTRIBUTOR: YES: _____ NO: _____

*If an exclusive or authorized distributor bidder must provide name, address, phone number and contact person, and written documentation from each supplier/manufacturer to verify bidder's status.

ADDITIONAL INFORMATION:

14. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

14.1. SECTION I – GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

DESKS INC

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

600 W. FULTON ST. S#200
CHICAGO, IL 60661

C. Telephone: 312/334-3375 Fax: 312/334-3333 Email: _____

D. Name of contact person: GREGORY ERASMUS

E. Federal Employer Identification No. (if you have one): 36-2326061

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 of property, if applicable):

OFFICE FURNITURE

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 38991 and Contract # 12325

14.2. SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

*Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
<u>HERSHALL J. FORD</u>	<u>PRESIDENT</u>
<u>MARK DILLON</u>	<u>VICE PRESIDENT</u>
<u>GREGORY ERAZMUS</u>	<u>SECRETARY / TREASURER</u>
<u>NO DIRECTORS</u>	

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>N/A</u>	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
<u>HERSHALL J. FORD</u>	<u>600 W. FULTON ST, CHGO, IL</u>	<u>85%</u>
<u>GREGORY ERAZMUS</u>	<u>600 W. FULTON ST, CHGO, IL</u>	<u>15%</u>

14.3. SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, 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):

N/A

14.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party 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 Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
UNIQUE CASEWORK INSTALLATION INC	3936 W. 16TH ST.	SUBCONTRACTOR	757,004.87 (ESTIMATED)
INNERSPACE INC	307 N. MICHIGAN ST #911	SUBCONTRACTOR	34,065.22 (ESTIMATED)

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

14.5. SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes

No

No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes

No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. 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;

b. 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;

c. 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 B.1.b. of this Section V;

d. 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

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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; 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 a person 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 person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party 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:

a. 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;

b. 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

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, 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.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party 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).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), 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 Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

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

2. If the Disclosing Party IS a financial institution, then the Disclosing Party 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 Disclosing Party 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):

N/A

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

D. 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 D.

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 or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, 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 or entity 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 D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.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
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party 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 Disclosing Party 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 Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party 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 Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party 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 Disclosing Party verifies that the following constitutes full disclosure of all such records:

N/A

14.6. SECTION VI – CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

N/A

(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 Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity 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.

3. The Disclosing Party 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 A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity 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 Disclosing Party 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/sfllln.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party 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".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. 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

2. 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

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

14.7. SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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 Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. 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 persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at 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 Disclosing Party must comply fully with the applicable ordinances.

D. 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 Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. 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 Disclosing Party 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.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, 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.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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; 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.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party 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.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 H.1. and H.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, 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.

DESKS INC
(Print or type name of Disclosing Party)

Date: 3/29/06

By: *Gregory Erasmus*
(sign here)

GREGORY ERASMUS
(Print or type name of person signing)

SECRETARY / TREASURER
(Print or type title of person signing)

Signed and sworn to before me on (date) 3/29/2006, by _____, at _____

COOK County, ILLINOIS (state).

Ann Marie Balderas Notary Public.

Commission expires: 12/21/09



12/15/05 DPS Word Version of Law 11/01/05 Version

15. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. 38991 containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) #1, and affirms that the corporation 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 corporation 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.

NAME OF CORPORATION:

DESKS INC

(Print or Type)

SIGNATURE OF PRESIDENT*:

[Handwritten Signature]

(Or Authorized Officer)

TITLE OF SIGNATORY:

PRESIDENT

(Print or Type)

BUSINESS ADDRESS:

600 W. FULTON ST. 5#200 CHGO, IL 60661

(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: *[Handwritten Signature]*

(Affix Corporate Seal)

Corporate Secretary Signature

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on this 29th day of MARCH, 2006 by HENRIK J. FORD as President (or other authorized officer) and ~~Corporation Secretary~~ as Secretary of DESKS INC (Corporation Name).

"OFFICIAL SEAL"
ANN MARIE BALDERAS
(Seal) NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/21/2009

[Handwritten Signature]

Notary Public Signature

Commission Expires: 12/21/09

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: \$ 3,393,518.75 D.U.R.

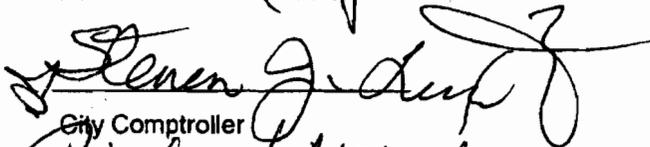
Fund Chargeable: 004-0100-0382107-0140-220140 (Various)

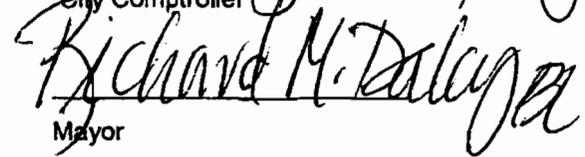
Approved as to form and legality:

NOT REQUIRED

Assistant Corporation Counsel


Chief Procurement Officer


City Comptroller


Mayor

Contract Awarded and Released on this 19 day of 24, 2006.

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: \$ 3,393,518.75 D.U.R.

Fund Chargeable: 004-0100-0382107-0140-220140 (Various)

Approved as to form and legality:

NOT REQUIRED

Assistant Corporation Counsel

Chief Procurement Officer

City Comptroller

Mayor

Contract Awarded and Released on this _____ day of _____, 2006.

9. INSURANCE CERTIFICATE OF COVERAC

Named Insured: DESKS INC
 Address: 600 W. FULTON ST. S#200
 (Number and Street)

Specification #: _____
 RFP: _____
 Project #: _____
 Contract #: _____

(City) (State) (ZIP)

Description of Operation/Location SEE ATTACHED

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

-) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
-) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
-) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
-) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Procurement Department 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

For City use only
 Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____ Attention: _____

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/12/08
PRODUCER Diana Poma - Harney Team Maslow Insurance Services 321 N. Clark Street Chicago, IL 60610	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Deaka, Inc. 608 W. Fulton 2nd Floor Chicago, IL 60661	INSURERS AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Charter Oak Fire Insurance Company INSURER C: Illinois National INSURER D: American Home Assurance Company INSURER E:	NAIC # 19388

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

A/R	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 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	4789548	03/15/06	03/15/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (RATED) \$50,000 MED EXP (any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP ADD \$3,000,000
B	MOTORVEHICLE LIABILITY <input 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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA45A79981088EL	05/15/06	05/15/07	COMBINED SINGLE LIMIT (EO ACCIDENT) \$1,000,000 BODILY INJURY (PEY ACCIDENT) \$ BODILY INJURY (PEY ACCIDENT) \$ PROPERTY DAMAGE (PEY ACCIDENT) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	EBU9303561	03/15/06	03/15/07	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? IF YES, GROSS UNDER SPECIAL PROVISIONS LAW: OTHER	WC1983146	05/15/06	05/15/07	<input checked="" type="checkbox"/> WC STATE/TITLE LIMITS CTRL. RB EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Chicago Procurement Department 121 North LaSalle Street #403 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

March 17, 2006

Addendum No. 1

for

Delivery and Installation of Various Furniture and Accessories

Specification No.: 38991

RFQ No.: 1907

For a bid that was scheduled to be opened in the office of the Chief Procurement Officer, Bid & Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602, at 11:00 a.m., on **Thursday, March 23, 2006**.

The following revisions will be incorporated into the Contract Documents as noted. All other provisions and requirements as originally set forth remain in full force and are binding.

BEFORE SUBMITTING THE BID DOCUMENTS, THE RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THE ADDENDUM IN THE APPROPRIATE SPACE AT THE TOP OF THE EXECUTION PAGE.

Change #1- Bid Opening Date

Bid opening date postponed until Wednesday, March 29, 2006, 11:00 a.m.

Change #2- 3.3 PURCHASE ORDER RELEASES- Delete paragraph in its entirety and replace with the following:

Requests for Delivery and Installation of Various Furniture and Accessories in the form of purchase order releases will be issued by the Department of General Services and various Using Departments and sent to the Contractor to be applied against the Contract. Purchase order releases will indicate quantities ordered for each line item, commodity codes, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information, bid line correspondence, and other pertinent instructions regarding delivery.

Requests to purchase Various Furniture and Accessories over \$1,000 will be sent **ONLY** by the Department of General Services, Chicago Police Department and Chicago Public Library. No other City of Chicago department is authorized to place orders over \$1,000. The Contractor must notify the representative of the Department of General Services, at 312-744-4140 for approval if any City

department, except the Chicago Police Department or Chicago Public Library, submits a purchase order release for any amount over \$1000.

Contractors who deliver orders of \$1000 or more to any City department without prior approval by the Department of General Services will risk non-payment of merchandise and will be cause to find the Contractor in Default of the Contract terms that may result in termination of Contract.

The Contractor must also accept orders via a signed purchase order letter from the Chicago Public Library, Contracts Administration Division. Signature authorization must be from the Deputy Commissioner of Finance, Director of Finance or the Contract Coordinator. The stated purchase order letter must be on the Chicago Public Library letterhead and will indicate the appropriate information regarding delivery location, contact person, installation requirements, items being ordered, unit cost, extended costs, funding that supports the requested purchase, and purchase order number.

Change #3- 3.15 BASIS OF AWARD- Delete paragraph in its entirety and replace with the following:

It is the intent of the City to award one (1) Contract per Group based on the Highest Percentage Discount off Manufacturer's Price Lists. Bidders must quote a discount off the estimated dollar value listed on the Proposal Page for each bid line resulting in the Lowest Total Bid Price per Group proposed by a responsive and responsible bidder meeting all the terms and conditions of this specification.

BIDDERS MUST SUBMIT A QUOTE FOR GROUP Z5-SERVICES in addition to quotes for any other Group on the Proposal Pages. Bidders must quote all line items within a Group. Bidders that submit a bid for one or more Groups and do not submit a bid for Group Z5 will be grounds for rejection of bid.

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

Change #3- CLARIFICATION FOR 11.4- STORAGE OF FURNITURE (GROUP Z5-LINE ITEMS 132-134)

From time to time the City may be unable to take delivery of furniture immediately upon vendor's receipt of same due to planned instances (phasing) or unforeseen situations. The City will then request the vendor to "hold" the furniture until such time that delivery can be made. The furniture must be stored in a fully insured and bonded facility, and in the original cartons or packaging unless the City determines otherwise.

Storage charges-The first two (2) months of storage will be at no charge to the City of Chicago. If storage is required after the 2nd month, then the Contractor may charge furniture storage fees for the additional calendar days, weeks or months of storage. For example, if furniture is in storage for three (3) months, the Contractor may charge the City for only one (1) month of storage.

Should it be necessary to charge the City for storage of furniture, the following also applies:

The first one thousand (1,000) square feet of space will be at no charge to the City. The Contractor may charge the City for any storage space used in excess of one thousand (1000) square feet. For example, if the furniture to be stored requires four thousand (4,000) square feet, then the Contractor must only charge the City for three thousand (3,000) square feet.

Contractor must charge the City for additional storage according to the following schedule. For example, if the additional storage time is ten (10) days, then the charge must be for 1 week and 3 days. If additional storage is forty-five (45) days, which includes the month of April, the charge must be for 1 month (30 days), 2 weeks and 1 day.

1 Day = Calendar Day
1 Week = Sunday thru Saturday
1 Month = 28-31 Days

Change #4- Delete Proposal Pages in its entirety and replace with attached Proposal Pages.

Note: Added Group Z6- Officescapes (Line Item 138) and Group Z7- Invincible Office Furniture (Line Item 139)

Change #5- Add the following paragraphs to the Special Conditions

ON-LINE ORDERING

Bidder must indicate, in the appropriate section of the Additional Proposal Page, that it can support Internet ordering. Bidder must indicate what software they are currently using and it must be compatible with the City of Chicago Oracle FMPS blanket release and purchase order software.

Bidder must design an input screen or order form that will be used for all on line orders. Design must be compatible with the City of Chicago's Oracle Financial Management Procurement System (FMPS). The following characteristics must be in place within thirty (30) calendar days of the Contract's commencement date:

- Access for an unlimited number of users
- Administration rights for all accounts/users to the Department's designated purchasing staff

- Items listed with Contract prices
- Ability to designate different ship to addresses using the same log-in ID
- Ability to have different user profiles
- Ability to define an automatic workflow process for approvals of up to three (3) levels
- On-line entry of accounting codes for purchases
- "Favorites" or frequently ordered list of products by Department
- Ability to restrict ordering by Department to select products and/or dollar limits
- Real time quantities for items viewed
- Search engine for items and item characteristics
- Ability to print or electronically save an order confirmation
- Provide a tracking number for each order
- Ability for Departments to view their recent purchase history
- Designations for products that are made from recycled materials or are environmentally friendly
- Ability to download Material Safety Data Sheets, if applicable
- View order status

CUSTOM CATALOG

After award of Contract, Contractor must provide custom catalogs to each Using Department that consists of non-restricted items allowable under this Contract. The Department of Procurement Services will provide the Contractor with a format that will indicate the acceptable file format for uploading into the City database.

TEXT FILE

The Contractor must have the capability of submitting monthly billing summaries for all transactions at no cost to the City of Chicago, via Text File Format. Contractor's computer software must be compatible to the City of Chicago's "Oracle Financial Management Purchasing System" (FMPS).

The Text File is required every thirty (30) calendar days in order to process payments. A copy of the Text File must be sent via fax or electronic format to the Department of the Comptroller and the Department of Procurement Services.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM #1.

DESKS INC. MISSION STATEMENT

The Desks Inc. culture is founded upon our sincere belief that good design changes people's lives. Assisting the designer/architect and teamed with the customer, we constantly strive to create functional, aesthetically pleasing work environments that will enhance an employee's quality of life.

Desks Inc. strives to add value to any project by offering the significant resources that can only be available from an experienced, creative, and entrepreneurial sales organization.

We will always be mindful that the greatest asset we offer our customers is the enthusiasm, intellect, and experience of our employees.

We will only represent vendors of the highest quality, maintaining a strong commitment to customer service.

We will focus on the relationship not simply the sale.

We will bring ingenuity to the customers we serve.

We will be respectful of the design process.

We will be a resource for intelligence.

We will think long-term.

We will be a partner.

We will.

Home :: Login

DESKS INCORPORATED

Chairs (1)

New Products ...
All Products ...

Chadwick Task Chair


\$712.00

KNOLL

Welcome, Please Sign In

Returning Customers: Please Log In

E-Mail Address:

Password:

[Forgot your password?](#)

New? Please Provide Your Billing Information

Creating a login profile with DESKS INCORPORATED allows you to shop faster, track the status of your current orders and review your previous orders.

Your Personal Details * Required information

Salutation: Mr. Ms. *

First Name: *

Last Name: *

Date of Birth: * (eg. 05/21/1970)

E-Mail Address: *

Password: * (at least 5 characters)

Confirm Password: *

Company Details

Company Name:

Your Address

Street Address: *

Address Line 2:

City: *

Advanced Search

Done

Customer Registration and Login Screen

Chadwick Task Chair - \$712.00 - View cart! The Art of E-commerce - Mozilla Firefox

File Edit View Go Bookmarks Tools Help

http://dev01.thedphargroup.com/cgi/index.php?path_page=product... chadwick task chair

Home | Contact Us | My Account | Search | Shopping Cart | Checkout

DESKS INCORPORATED

Home :: Chairs :: Chadwick Task Chair

Chairs (1)

New Products ...
All Products ...

New Products [none]



Chadwick Task Chair
\$712.00

Manufacturers

KNOLL

Chadwick Task Chair



\$712.00

larger image

500 Units in Stock

Manufactured by:
KNOLL

add to cart

Search

Advanced Search

Shopping Cart [none]

1 x Chadwick Task Chair
\$712.00

Manufacturer Links

Knoll

- KNOLL Homepage
- Other products

Tell A Friend

Tell someone you know about this product.

Designed by Don Chadwick
Smart. Comfortable. Easy. Accessible. Just Right.
Drawing upon 30 years experience in designing award-winning furniture, Don Chadwick has created a chair that is refreshingly simple

Innovative Materials
Principle components are light injection-molded forms that make up the frame, arm and base
Ships fully assembled
10-year, multi-shift warranty

Standard Features
All-inclusive, built-in comfort means that the Chadwick user is unconsciously aware of the support features designed into the chair, yet receives all the benefits

Active Suspension™ - including:
Synchronized recline with tilt tension
Resilient suspension seat and back fabric

Forward-tilt (built-in design with no adjustment necessary)
Variable seat depth (built-in design with no adjustment necessary)
Generous Lumbar Curvature

Done

Product Selection Screen

Cart Contents - Home :: Cart Contents

http://dev01.thecphargroup.com/ban/index.php?main_page=shopping

Home :: Cart Contents

DESKS INCORPORATED

Chairs (1)

New Products ...
All Products ...

New Products: [view]



Chadwick Task Chair
\$712.00

Search in this category

KNOLL

Home :: Cart Contents

The Shopping Cart Contains:

Total Items: 1 Weight: 0lbs Amount: \$712.00

Remove	Product(s)	Qty.	Total
delete	 Chadwick Task Chair	1	\$712.00

Sub-Total: \$712.00

[update cart](#) [continue shopping](#) [checkout](#)

[estimate shipping](#)

Search:

[Search](#)
Advanced Search

Shopping Cart Totals:

1 x Chadwick Task Chair
\$712.00

0 cars

Product Checkout Screen

Step 2 of 3 - Payment Information - The CIPHER Group - The Art of Commerce - Monthly E-News

File Edit View Go Bookmarks Tools Help

http://dev01.theciphergroup.com/any/index.php?main_page=checkout

Home | Log Out | My Account | Search | Shopping Cart | Checkout

DESKS INCORPORATED

Home :: Checkout :: Payment Method

Step 2 of 3 - Payment Information

Chairs (1)
New Products ...
All Products ...

Chadwick Task Chair
\$712.00

KNOLL

Billing Address: The Cipher Group
Chad Agata
19400 76th Ave.
Tinley Park, IL 60477
United States
[change address](#)

Your billing address is shown to the left. The billing address should match the address on your credit card statement. You can change the billing address by clicking the [Change Address](#) button.

Sub-Total: \$712.00
Free Shipping: \$0.00
Total: \$712.00

Payment Method
This is currently the only payment method available to use on this order.

Credits Available

Discount Coupons

Redemption Code

Special Instructions or Order Comments

[Continue to Step 3](#)
- to confirm your order.

[continue](#)

Search

Advanced Search

Shopping Cart (1 items)

1 x Chadwick Task Chair
\$712.00

Done

Payment Information Screen

Step 3 of 3 - Order Confirmation - on Cart - The Art of Commerce - Modella Furniture

File Edit View Favorites Tools Help

http://dev01.theciphergroup.com/cgi/index.php/main_page-checkout

Home Cart My Account Search Shopping Cart Checkout

Powered by DESKS INCORPORATED

Chairs (1)

New Products ...
All Products ...

View Product Details



Chadwick Task Chair
\$712.00

Manufacturer Name

KNOLL

Home :: Checkout :: Confirmation

Step 3 of 3 - Order Confirmation

Billing Address

The Cipher Group
Chad Agate
18400 76th Ave.
Tinley Park, IL 60477
United States

[change address](#)

Delivery Address

[change address](#)

Special Instructions or Order Comments [edit](#)

None

Shopping Cart Contents [edit](#)

1 x Chadwick Task Chair \$712.00

Sub-Total: \$712.00

Free Shipping: \$0.00

Total: \$712.00

Shipping Method: Free Shipping [edit](#)

Payment Method: Cash on Delivery [edit](#)

Final Step [confirm](#)

- continue to confirm your order. Thank you!

Search

Advanced Search

Shipping Cart Items

1 x Chadwick Task Chair
\$712.00

Done

Order Confirmation Screen

DESKS INCORPORATED

Order Status Report

DETAILS

Order Number: 05110073
 Order Entry Date: 010606
 Customer Code: DESKS
 Customer PO: N/A
 Sales Rep: DESKS INC./MOCK

600 WEST FULTON
 CHICAGO IL 60661

Line	Quantity	Mfg	Model Number and Description	Tagging	Estimated Ship Date
PO Number: 05110073					
001	00001	KNOLL	88S2FA ESSENTIALS CHAIR		00/00/00
002	00002	KNOLL	88S2FA ESSENTIALS CHAIR		00/00/00
003	00001	KNOLL	COPE01 LITE ASSY		00/00/00
004	00001	KNOLL	COPE01BASE BASE ASSY		00/00/00
005	00014	KNOLL	77SU2FA ESSENTILAS PRO SIDE CHAIR		00/00/00
006	00001	KNOLL	88WMB2SYHASSL ESSENTIALS TECH WORK CHAIR		00/00/00
007	00002	KNOLL	77SU2FA ESSENTIAL PRO SIDE CHAIR		00/00/00
008	00002	KNOLL	88WMB2SYHASSL ESSENTIALS TECH WORK CHAIR		00/00/00
009	00001	KNOLL	77WMB2SYHASSL ESSENTIALS TECH WORK CHAIR		00/00/00
010	00001	KNOLL	77WMB2SYHASSL ESSENTIALS MIDBACK PRO CHAIR		00/00/00
011	00001	KNOLL	77WMB2SYHASSL ESSENTIALS MIDBACK PRO WORK C		00/00/00

*White lines are open line items. *For lines that are inactive, they are greyed out.

Estimated ship date reflects the manufacturer's week of shipping information. Please allow 1-3 weeks of transit time

Session Id : 890 Report Summary : There are 11 line items from 1 Desks Inc. purchase order # 05110073, 1 item(s) active

TEAM MEMBER

**John Behrmann
Account Executive**

John started in the office furniture industry in 1979, working for D&L Office Furniture Company.

He started in the satellite showroom facilities working in retail sales. Later he joined the contract sales group at D&L, which was a dealer for Knoll, Haworth and Herman Miller products.

In 1986, John joined Desks Inc. as a salesperson. Since becoming part of Desks Inc. John has worked with many of the Fortune 1000 businesses of Chicago as well as servicing his largest account, the City of Chicago, fulfilling their furniture requirements.

John is married and has a daughter and a son.

TEAM MEMBER

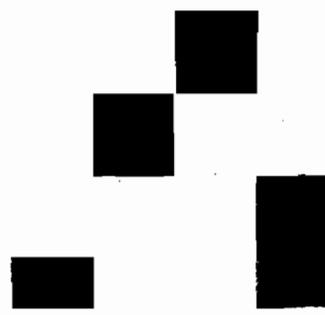
Amy Wojtas
Professional Services

Amy received her B.A. in Studio Arts from Northern Illinois University in 1995. Industry experience began shortly after while working as an assistant project manager for a consulting firm specializing in healthcare development and renovation.

In 2000, Amy became the Facilities Project Manager for a growing internet company managing multiple build out and relocation projects. Soon after project completion, an opportunity in the contract furnishings industry was available at a Chicago based Steelcase dealership, where Amy was an Account Manager. Successfully selling to the higher education market, her client base included Northwestern University and Hospital, University of Chicago and Northeastern University.

In 2002, interest in the design process and creative problem solving led her to Harrington College of Design. She earned an A.A.S. Interior Design in 2004 and is continuing the B.A. program in 2005.

Joining Desks Inc. in March 2005, she is part of the professional services team. Her position enables her to utilize her technical design skills, as well as her project management and client service experience.



TEAM MEMBER

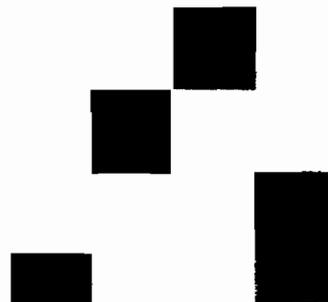
Sinde Werzynski
Professional Services

Sinde received her Bachelor of Fine Arts in Studio Art from Michigan State University in 1992. In 1988 and 1991 she participated in MSU Overseas Programs at the University of London, England. In 1999 she continued her studies in Interior Design at Delgado Community College in New Orleans, Louisiana, where she had relocated.

In 1999 Sinde joined Associated Office Systems, a contract furniture dealer in New Orleans. Her duties ranged from project management and AutoCAD (& CAP) design to sales and marketing. She successfully managed accounts from beginning to end, including client interaction, design, space planning, budgeting, order entry, establishing delivery schedules and supervising installation.

Sinde relocated to Michigan in 2004, where she was employed by Crate&Barrel, pursuing an interest in retail design. Responsibilities included visual merchandising, residential design and sales. She transferred within the company to Chicago, Illinois.

In October of 2005, Sinde joined the Desks, Inc. Professional Services Team. As Senior Interior Designer and Project Manager, she brings many years of experience with varied and proven talents. She is also a current member of the International Interior Design Association.

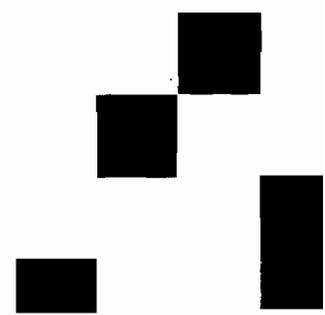


TEAM MEMBER

**Pamela Schauer
Sales Coordinator**

Pam's experience and knowledge comes from a background spanning over twenty years in administrative assisting and customer service in office furniture dealerships and wood office furniture manufactures.

Pam's responsibilities include providing quotations, order entry, checking acknowledgements, order expediting, and on-going customer service. Her attention to detail and drive for customer satisfaction is an integral part of the sales process. We are pleased to have Pam as part of our team.



AGATI

March 20, 2006

John Behrmann
Desks, Inc.
600 West Fulton
Chicago, IL 60661

Dear Mr. Behrmann,

Agati hereby names Desks, Inc. as its authorized distributor for purposes of a City of Chicago contract. By signing this letter, Agati hereby authorizes Desks, Inc. to offer products and services listed on the City of Chicago contract to the City of Chicago pursuant to the Terms and Conditions of the set forth to Desks, Inc. by Agati.

In the event that Desks, Inc. fails to perform its obligations under the City of Chicago contract, Agati agrees to perform in Desks, Inc.'s place and assume the obligations of Desks, Inc. to the City under the City of Chicago contract. If Agati withdraws its authorization of Desks, Inc. to offer the products or services listed on the City of Chicago contract, Agati shall notify the City of Chicago contract unit in writing. Agati agrees that the authorization to Desks, Inc. set forth in this letter shall remain effective until the City of Chicago contract unit receives written notification that Agati has withdrawn its authorization to Desks, Inc. or until the City of Chicago Contract expires. Desks, Inc. is authorized to receive payments for products and services. If you have any questions, please contact *Tina Campbell* at (312) 829-1977.

Best regards,



Joseph Frueh
Director of Sales
Agati

Cc: Melissa Munro
Tina Campbell

March 27, 2006

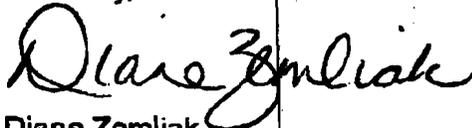
Desks, Inc.
600 W. Fulton Street, Ste. 200
Chicago, IL 60661

To Whom It May Concern:

This letter is intended to recognize **Desks, Inc. located at: 600 W. Fulton St., Ste. 200, Chicago, IL 60661** as a certified and authorized dealer/distributor for ERG International products in the state of Illinois.

Should you have any questions, please feel free to contact me.

Sincerely,



Diane Zemliak
Projects Manager



Hale Mfg. Co.
P.O. Box 188
Frankfort, N.Y. 13340
315/894-8980

HALE MFG

DSB

001

July 24, 1966

To Whom it may Concern:

This letter is to confirm that Desks Inc. is a long time dealer in good standing with Hale Manufacturing and is authorized to sell our products.

Sincerely,

James Benson

Reminder: AOL will never ask you to send us your password or credit card number in an email. This message has been scanned for known viruses.

From: Beckie@JasperSeating.com
To: slokasoc@aol.com
Subject: authorized dealer letter.doc
Date: Mon, 24 Jul 2008 7:15 AM



JASPER SEATING COMPANY, INC.

<![endif]>

<![endif]><![endif]><![endif]>

P.O.Box 231 / 932 Main St.

Jasper, IN 47548

Ph 812-482-3204 / Fx 812-482-1848

July 24, 2008

To whom it may concern,

We confirm that Desks Inc is a long time dealer and in good standing with Community, a division of Jasper Seating Co Inc.

If you have any questions, please contact us (812)-482-3204.

Sincerely,

Beckie Knust, Cr Mgr.
 Jasper Seating Company, Inc.



WORKING
FOR
YOU

To whom it may concern,

Please acknowledge that Desks, Inc. is an authorized dealer of KI. Desks, Inc. has remained a fine dealer for KI for several years and continues to do so today.

Sincerely,

Dave Fairburn
District Manager
312.467.6850 x203

KI - Chicago Showroom
222 Merchandise Mart Plaza
Suite 1181
Chicago, IL 60654

Tel 312-467-6850
Fax 312-467-4015
www.ki.com

Merchandise Mart Plaza
Suite 1111
Chicago, IL 60654

March 27, 2006

To The City of Chicago Procurement Team:

Knoll

Desks Inc. is an authorized dealer of Knoll product and is a dealer in good standing. Desks has been a Knoll dealer for over 25 years.

If you have any questions, please call or email me. Thank you.

Regards,



Michele Munson



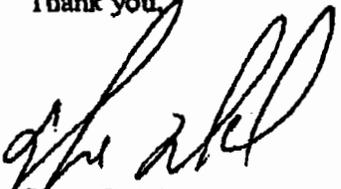
Montreal, March 23rd 2006

To whom it may concern,

This letter is intended to recognize Desks Inc. 600 West Fulton Street, Chicago, Illinois as an authorized Lincora dealer in the metro city of Chicago and State of Illinois.

It also acknowledges Desks Inc. as a dealer with excellent credit rating. If you have any questions please feel free to contact me.

Thank you,



Yvon Dubé
V. P. Sales & Marketing

11221 MELROSE AVENUE • FRANKLIN PARK, IL 60131
WWW.MADERITEBEDDING.COM



PHONE 847 • 349 • 5886 • FAX 847 • 349 • 5880
TOLL-FREE 800 • 365 • 7483

June 20, 2006

Re: Desks, Inc.

To whom it may concern:

Desks, Inc is a recognized as a dealer in good standing for Made Rite Bedding Company and its products and has maintained that status for over four (4) years.

As such Desks, Inc has access to the entire line of Made Rite Bedding products and can purchase items for resale at a favored dealer discount.

For additional information, please contact us at 847/349-5886.

Sincerely,

Corey Stricker
Vice President

CSS/mv

TRUSTED BEDDING ADVISORS & MANUFACTURERS SINCE 1946
HEALTHCARE • HOTELS • DORMS • INSTITUTIONS • FURNITURE CONTRACTORS

"It's a good nite with MADE RITE"

ASSOCIATED

02105

To whom it may concern,

Deals Inc. has been a recognized Peter Pepper Products Dealer in good standing for over 20 years.

As such, Deals Inc. has access to the entire product offering of Peter Pepper Products and can purchase for resale at a Preferred Dealer discount and terms.

If we can be of any assistance, please contact us.

Sincerely,



Timothy J. Coyne
Merchandise Peter Pepper Products Representative

COYNE ASSOCIATES INC. 1024 MERCHANTS WAY CHICAGO, ILLINOIS 60654
TELEPHONE 312-223-1070 FACSIMILE 312-223-1000



TAYCO

To Whom It May Concern,

This letter is intended to recognize Deska, Inc. located at 600 West Fulton St. Chicago, IL, is an authorized Tayco Dealer/Distributor in the city of Chicago and the state of Illinois.

If you have any questions and or concerns feel free to contact

**Joanna Sawaged-Diaz
Team Leader/Customer Service
Direct line: 416-253-2510
Main line: 1800-675-4092. x.3339
Fax: 416-252-4467
Email: Joanna@tayco.com**

Sincerely,



**630 Kipling Avenue, Toronto
Ontario, Canada M8Z 5G1
Phone : (416) 252-8000
Fax : (416) 252-4467
Toll free : 1-800-675-4092
www.tayco.com**

**The Gunlocke Company
One Gunlocke Drive
Wayland, New York 14572**

**800 828 8300
585 728 5111
585 728 8350 Fax
www.gunlocke.com**

Gunlocke

July 19, 2006

To Whom It May Concern:

This letter is to identify Desks, Inc. as an authorized Gunlocke distributor in good credit standing per the agreement between Gunlocke, LLC and Desks, Inc., executed January 2006.

Desks, Inc. has complied with all requirements necessary to be considered an authorized Gunlocke distributor. As the local manufacturer representative, I have supported Desks, Inc. in their Gunlocke sales efforts and will continue to support them for the foreseeable future.

Please contact me directly should you need additional information.

Sincerely,

**Ryan J. Grote
Business Development Manager
Gunlocke, Chicago**



1400 International Plw
Unit #1400
Woodridge, IL 60517

August 2, 2006

To Whom It May Concern:

Please be advised that Desks Inc. is an authorized Magnuson Group dealer in good standing and may accept purchase orders from customers wishing to purchase our products.

Desks Inc. may be contacted at

600 West Fulton
Second Floor
Chicago, IL 60661
Phone# 312-334-3375
Fax# 312-334-3333
Contact: John Behmann

Please do not hesitate to contact me with any questions regarding this letter or additional information on Magnuson Group. You can reach me at 630-783-8100.

For our customer service department please call 800-342-5725

Sincerely,

MAGNUSON GROUP INC.

A handwritten signature in black ink that reads 'Todd Serrano'. The signature is written in a cursive, flowing style.

Todd Serrano
Director, Contract Sales

Maxon Furniture Inc.
21606 86th Place South
Kent, WA 98031
p. 800.289.1274 f. 253.395.4194
www.maxonfurniture.com

March 13, 2006



To Whom It May Concern:

This letter is to confirm that Desks, Inc., in Chicago, Illinois, is a Maxon Dealer in good standing and is authorized to represent us across all of our product lines. If there is a need for additional information, please contact us at (800) 289-1274

Sincerely,

A handwritten signature in black ink, appearing to read "Mark L. Sims", written in a cursive style.

Mark L. Sims
Midwest Regional Sales Manager



THE HON COMPANY

March 15, 2006

City of Chicago
Department of Procurement
121 N. LaSalle Street
Chicago, IL 60602

To Whom It May Concern:

This letter is to advise that Desks Inc. is an authorized HON dealership in good standing. They are authorized to sell and service all HON products. You may contact me directly with any questions you might have regarding the City of Chicago contract.

Best regards,

Donna McLean
Territory Manager
The HON Company



Since 1878

MEILAHN MANUFACTURING CO.

Fine Furniture & Cabinetry

5900 W. 65th ST. • CHICAGO, ILLINOIS 60638

773-581-5204 • FAX 773-581-5404

City of Chicago Contract Discount Schedule

Brodart 2006 Supply catalog pages 739 thru 864 are to be sold at catalog list plus 3% to cover the freight charges. No minimum order is required for the supply catalog. Page numbers will vary from catalog year to year. Brodart reserves the right to drop any products from the supply catalog at the end of each catalog year.

- non-standard items are subject to a net upcharge that will be added to the order
- Custom fabric or custom stains are also subject to an upcharge
- Any material other than Red Oak, is subject to the market value increase to the list price

Disclosure Summary Sheet

Contract (PO) Number: 12325

Specification Number: 38991

Name of Contractor: DESKS INC

City Department: DEPT OF GENERAL SERVICES

Title of Contract: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

Term of Contract: Start Date: 8/1/2006

End Date: 7/31/2011

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$3,393,518.75

Brief Description of Work: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

Procurement Services Contract Area: COMMODITIES

Vendor Number: 233145

Submission Date: AUG 30 2006

14. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

14.1. SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a if applicable:

DESKS INC

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

- 1. the Applicant
OR
- 2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____
OR
- 3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 600 W. FULTON ST. S#200
CHICAGO, IL 60661

C. Telephone: 312/334-3375 Fax: 312/334-3333 Email: _____

D. Name of contact person: GREGORY ERAZMUS

E. Federal Employer Identification No. (if you have one): 36-2326061

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 of property, if applicable):
OFFICE FURNITURE

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 38991 and Contract # 12325

14.2. SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:
- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

*Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
<u>HERSHALL J. FORD</u>	<u>PRESIDENT</u>
<u>MARK DILLON</u>	<u>VICE PRESIDENT</u>
<u>GREGORY ERAZMUS</u>	<u>SECRETARY / TREASURER</u>
<u>NO DIRECTORS</u>	

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>N/A</u>	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
<u>HERSHALL J. FORD</u>	<u>600 W. FULTON ST, CHGO, IL</u>	<u>85%</u>
<u>GREGORY ERAZMUS</u>	<u>600 W. FULTON ST, CHGO, IL</u>	<u>15%</u>

14.3. SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, 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):

N/A

14.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party 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 Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
UNIQUE CASEWORK INSTALLATION INC	3936 W. 16th St.	SUBCONTRACTOR	757,004.87 (ESTIMATED)
INNERSPACE INC	307 N. MICHIGAN ST #911	SUBCONTRACTOR	34,065.22 (ESTIMATED)

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

14.5. SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes

No

No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes

No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. 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;
- b. 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;
- c. 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 B.1.b. of this Section V;
- d. 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
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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; 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 a person 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 person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party 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:

- a. 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;
- b. 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
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, 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.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party 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).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), 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 Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

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

2. If the Disclosing Party IS a financial institution, then the Disclosing Party 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 Disclosing Party 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):

N/A

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

D. 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 D.

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 or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, 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 or entity 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 D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.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
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party 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 Disclosing Party 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 Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party 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 Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party 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 Disclosing Party verifies that the following constitutes full disclosure of all such records:

N/A		
-----	--	--

14.6. SECTION VI – CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

N/A		
-----	--	--

(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 Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity 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.

3. The Disclosing Party 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 A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity 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 Disclosing Party 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/slllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party 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".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. 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

2. 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

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

14.7. SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. 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 Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. 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 persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at 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 Disclosing Party must comply fully with the applicable ordinances.
- D. 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 Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. 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 Disclosing Party 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.
- F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

- G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, 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.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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; 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.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party 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.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 H.1. and H.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, 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.

DESKS INC
(Print or type name of Disclosing Party)

Date: 3/29/06

By: *Gregory Erasmus*
(sign here)

GREGORY ERASMUS
(Print or type name of person signing)

SECRETARY / TREASURER
(Print or type title of person signing)

Signed and sworn to before me on (date) 3/29/2006, by _____, at _____

COOK County, ILLINOIS (state).

Ann Marie Balderas Notary Public.

Commission expires: 12/21/09



15. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No. 38991** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (**none unless indicated here**) #1, and affirms that the corporation 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 corporation 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.

NAME OF CORPORATION:

DESKS INC

(Print or Type)

SIGNATURE OF PRESIDENT*:

[Handwritten Signature]

(Or Authorized Officer)

TITLE OF SIGNATORY:

PRESIDENT

(Print or Type)

BUSINESS ADDRESS:

600 W. FULTON ST. 5#200 CHASO, IL 60661

(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST:

[Handwritten Signature]

(Affix Corporate Seal)

Corporate Secretary Signature

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on this 29th day of MARCH, 2006 by HENRIETTA F. FORD as President (or other authorized officer) and [Handwritten Name] as Secretary of DESKS INC. (Corporation Name).

"OFFICIAL SEAL"
ANN MARIE BALDERAS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/21/2009

[Handwritten Signature]

Notary Public Signature

Commission Expires: 12/21/09

18. PROPOSAL ACCEPTANCE

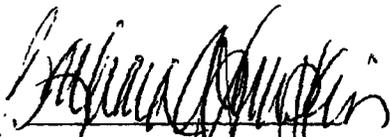
The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

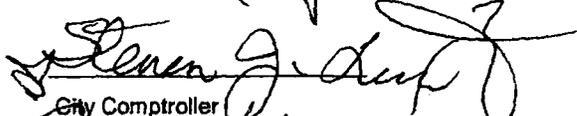
Total Amount of Contract: \$ 3,393,518.75 D.U.R.
Fund Chargeable: 004-0100-0382107-0140-220140 (Various)

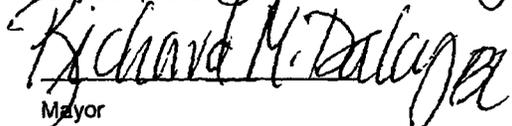
Approved as to form and legality:

NOT REQUIRED

Assistant Corporation Counsel


Chief Procurement Officer


City Comptroller


Mayor

Contract Awarded and Released on this 19 day of 24, 2006.

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: \$ 3,393,518.75 D.U.R.

Fund Chargeable: 004-0100-0382107-0140-220140 (Various)

Approved as to form and legality:

NOT REQUIRED

Assistant Corporation Counsel

Chief Procurement Officer

City Comptroller

Mayor

Contract Awarded and Released on this _____ day of _____, 2006.

9. INSURANCE CERTIFICATE OF COVERAC

Named Insured: DESKS INC
 Address: 600 W. FULTON ST. S#200
 (Number and Street)

Specification #: _____
 RFP: _____
 Project #: _____
 Contract #: _____

(City) (State) (ZIP)

Description of Operation/Location **SEE ATTACHED**

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

-) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
-) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.
-) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
-) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Procurement Department	Address _____
121 N. LaSalle St., #403	Telephone _____
Chicago, IL 60602	

For City use only
 Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____ Attention: _____

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/08

PRODUCER Diana Pome - Harney Team Mesirov Insurance Services 321 N. Clark Street Chicago, IL 60610	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Deaks, Inc. 608 W. Fulton 2nd Floor Chicago, IL 60661	INSURER A: Lexington Insurance Company	18388
	INSURER B: Charter Oak Fire Insurance Company	
	INSURER C: Illinois National	
	INSURER D: American Home Assurance Company	
	INSURER E:	

COVERAGES

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

CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	4789348	03/15/08	03/15/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Subcontractor) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input 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	BA45A79981088EL	03/15/08	03/15/07	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	EBU8303581	03/15/08	03/15/07	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1983148	03/15/08	03/15/07	<input checked="" type="checkbox"/> STATE TOTAL <input type="checkbox"/> POLICY LIMITS \$ \$1 EACH ACCIDENT \$1,000,000 \$1 DISEASE - EA EMPLOYEE \$1,000,000 \$1 DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Chicago
 Procurement Department
 121 North LaSalle Street
 #483
 Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

March 17, 2006

Addendum No. 1

for

Delivery and Installation of Various Furniture and Accessories

Specification No.: 38991

RFQ No.: 1907

For a bid that was scheduled to be opened in the office of the Chief Procurement Officer, Bid & Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602, at 11:00 a.m., on **Thursday, March 23, 2006**.

The following revisions will be incorporated into the Contract Documents as noted. All other provisions and requirements as originally set forth remain in full force and are binding.

BEFORE SUBMITTING THE BID DOCUMENTS, THE RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THE ADDENDUM IN THE APPROPRIATE SPACE AT THE TOP OF THE EXECUTION PAGE.

Change #1- Bid Opening Date

Bid opening date postponed until Wednesday, March 29, 2006, 11:00 a.m.

Change #2- 3.3 PURCHASE ORDER RELEASES- Delete paragraph in its entirety and replace with the following:

Requests for Delivery and Installation of Various Furniture and Accessories in the form of purchase order releases will be issued by the Department of General Services and various Using Departments and sent to the Contractor to be applied against the Contract. Purchase order releases will indicate quantities ordered for each line item, commodity codes, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information, bid line correspondence, and other pertinent instructions regarding delivery.

Requests to purchase Various Furniture and Accessories over \$1,000 will be sent **ONLY** by the Department of General Services, Chicago Police Department and Chicago Public Library. No other City of Chicago department is authorized to place orders over \$1,000. The Contractor must notify the representative of the Department of General Services, at 312-744-4140 for approval if any City

department, except the Chicago Police Department or Chicago Public Library, submits a purchase order release for any amount over \$1000.

Contractors who deliver orders of \$1000 or more to any City department without prior approval by the Department of General Services will risk non-payment of merchandise and will be cause to find the Contractor in Default of the Contract terms that may result in termination of Contract.

The Contractor must also accept orders via a signed purchase order letter from the Chicago Public Library, Contracts Administration Division. Signature authorization must be from the Deputy Commissioner of Finance, Director of Finance or the Contract Coordinator. The stated purchase order letter must be on the Chicago Public Library letterhead and will indicate the appropriate information regarding delivery location, contact person, installation requirements, items being ordered, unit cost, extended costs, funding that supports the requested purchase, and purchase order number.

Change #3- 3.15 BASIS OF AWARD- Delete paragraph in its entirety and replace with the following:

It is the intent of the City to award one (1) Contract per Group based on the Highest Percentage Discount off Manufacturer's Price Lists. Bidders must quote a discount off the estimated dollar value listed on the Proposal Page for each bid line resulting in the Lowest Total Bid Price per Group proposed by a responsive and responsible bidder meeting all the terms and conditions of this specification.

BIDDERS MUST SUBMIT A QUOTE FOR GROUP Z5-SERVICES in addition to quotes for any other Group on the Proposal Pages. Bidders must quote all line items within a Group. Bidders that submit a bid for one or more Groups and do not submit a bid for Group Z5 will be grounds for rejection of bid.

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

Change #3- CLARIFICATION FOR 11.4- STORAGE OF FURNITURE (GROUP Z5- LINE ITEMS 132-134)

From time to time the City may be unable to take delivery of furniture immediately upon vendor's receipt of same due to planned instances (phasing) or unforeseen situations. The City will then request the vendor to "hold" the furniture until such time that delivery can be made. The furniture must be stored in a fully insured and bonded facility, and in the original cartons or packaging unless the City determines otherwise.

Storage charges-The first two (2) months of storage will be at no charge to the City of Chicago. If storage is required after the 2nd month, then the Contractor may charge furniture storage fees for the additional calendar days, weeks or months of storage. For example, if furniture is in storage for three (3) months, the Contractor may charge the City for only one (1) month of storage.

Should it be necessary to charge the City for storage of furniture, the following also applies:

The first one thousand (1,000) square feet of space will be at no charge to the City. The Contractor may charge the City for any storage space used in excess of one thousand (1000) square feet. For example, if the furniture to be stored requires four thousand (4,000) square feet, then the Contractor must only charge the City for three thousand (3,000) square feet.

Contractor must charge the City for additional storage according to the following schedule. For example, if the additional storage time is ten (10) days, then the charge must be for 1 week and 3 days. If additional storage is forty-five (45) days, which includes the month of April, the charge must be for 1 month (30 days), 2 weeks and 1 day.

**1 Day = Calendar Day
1 Week = Sunday thru Saturday
1 Month = 28-31 Days**

Change #4- Delete Proposal Pages in its entirety and replace with attached Proposal Pages.

Note: Added Group Z6- Officescapes (Line Item 138) and Group Z7- Invincible Office Furniture (Line Item 139)

Change #5- Add the following paragraphs to the Special Conditions

ON-LINE ORDERING

Bidder must indicate, in the appropriate section of the Additional Proposal Page, that it can support Internet ordering. Bidder must indicate what software they are currently using and it must be compatible with the City of Chicago Oracle FMPS blanket release and purchase order software.

Bidder must design an input screen or order form that will be used for all on line orders. Design must be compatible with the City of Chicago's Oracle Financial Management Procurement System (FMPS). The following characteristics must be in place within thirty (30) calendar days of the Contract's commencement date:

- Access for an unlimited number of users**
- Administration rights for all accounts/users to the Department's designated purchasing staff**

- Items listed with Contract prices
- Ability to designate different ship to addresses using the same log-in ID
- Ability to have different user profiles
- Ability to define an automatic workflow process for approvals of up to three (3) levels
- On-line entry of accounting codes for purchases
- "Favorites" or frequently ordered list of products by Department
- Ability to restrict ordering by Department to select products and/or dollar limits
- Real time quantities for items viewed
- Search engine for items and item characteristics
- Ability to print or electronically save an order confirmation
- Provide a tracking number for each order
- Ability for Departments to view their recent purchase history
- Designations for products that are made from recycled materials or are environmentally friendly
- Ability to download Material Safety Data Sheets, if applicable
- View order status

CUSTOM CATALOG

After award of Contract, Contractor must provide custom catalogs to each Using Department that consists of non-restricted items allowable under this Contract. The Department of Procurement Services will provide the Contractor with a format that will indicate the acceptable file format for uploading into the City database.

TEXT FILE

The Contractor must have the capability of submitting monthly billing summaries for all transactions at no cost to the City of Chicago, via Text File Format. Contractor's computer software must be compatible to the City of Chicago's "Oracle Financial Management Purchasing System" (FMPS).

The Text File is required every thirty (30) calendar days in order to process payments. A copy of the Text File must be sent via fax or electronic format to the Department of the Comptroller and the Department of Procurement Services.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM #1.

DESKS INC. MISSION STATEMENT

The Desks Inc. culture is founded upon our sincere belief that good design changes people's lives. Assisting the designer/architect and teamed with the customer, we constantly strive to create functional, aesthetically pleasing work environments that will enhance an employee's quality of life.

Desks Inc. strives to add value to any project by offering the significant resources that can only be available from an experienced, creative, and entrepreneurial sales organization.

We will always be mindful that the greatest asset we offer our customers is the enthusiasm, intellect, and experience of our employees.

We will only represent vendors of the highest quality, maintaining a strong commitment to customer service.

We will focus on the relationship not simply the sale.

We will bring ingenuity to the customers we serve.

We will be respectful of the design process.

We will be a resource for intelligence.

We will think long-term.

We will be a partner.

We will.

Internet Explorer - The Net... - 400x1000

File Edit View Favorites Tools Help

http://dev01.chadphgroup.com/buy/index.php?main_page=login

Search

DESKS INCORPORATED

Chairs (1)

New Products
All Products ...

Chadwick Task Chair

\$712.00

KNOLL

Home | Login

Welcome, Please Sign In

Returning Customers: Please Log In

E-Mail Address:

Password:

[Forgot your password?](#)

New? Please Provide Your Billing Information

Creating a login profile with DESKS INCORPORATED allows you to shop faster, track the status of your current orders and review your previous orders.

Your Personal Details * Required information

Salutation: Mr. Ms. *

First Name: *

Last Name: *

Date of Birth: * (eg. 05/23/1970)

E-Mail Address: *

Password: * (at least 5 characters)

Confirm Password: *

Company Details

Company Name:

Your Address

Street Address: *

Address Line 2:

City: *

Search

Advanced Search

Done

Customer Registration and Login Screen

Chadwick Task Chair - \$712.00 - Don Chadwick: The Art of Designing...
 Home | Log Out | My Account | Search | Shopping Cart | Check Out

DESKS INCORPORATED

Home | Chairs | Chadwick Task Chair

Chairs (1)
New Products ..
All Products

Chadwick Task Chair
\$712.00

KNOLL

Chadwick Task Chair



\$712.00

500 Units in Stock

Manufactured by: **KNOLL**

add to cart

Designed by Don Chadwick
 Smart. Comfortable. Easy. Accessible. Just Right.
 Drawing upon 30 years experience in designing award-winning furniture, Don Chadwick has created a chair that is refreshingly simple
 Innovative Materials
 Principle components are light injection-molded forms that make up the frame, arm and base
 Steps fully assembled
 10-year, multi-shift warranty
 Standard Features
 All-inclusive, built-in comfort means that the Chadwick user is unconsciously aware of the support features designed into the chair, yet receives all the benefits
 Active Suspension™ - including:
 Synchronized recline with tilt tension
 Resilient suspension seat and back fabric
 Forward-tilt (built-in design with no adjustment necessary)
 Variable seat depth (built-in design with no adjustment necessary)
 Generous Lumbar Curvature

Search

Advanced Search

Shopping Cart (Items: 1)

1 x Chadwick Task Chair
\$712.00

Knoll
- KNOLL Homepage
- Other products

Let A Friend Tell someone you know about this product.

Done

Product Selection Screen

Cart Contents: [View Cart](#) | [The Art of E-commerce](#) | [Site Map](#)

http://dev01.thealphagroup.com/any/index.php?mesh_page=shopping

Home | [Log Out](#) | [My Account](#) | | [Shopping Cart](#) | [Basket](#)

DESKS INCORPORATED

Chairs (1)
New Products
All Products ..

Chadwick Task Chair
\$712.00

KNOLL

Home | [Cart Contents](#)

The Shopping Cart Contains:

Total Items: 1 Weight: 0lbs Amount: \$712.00

Remove	Product(s)	Qty.	Total
<input type="checkbox"/> delete	 Chadwick Task Chair	1	\$712.00

[update cart](#)

Sub-Total: \$712.00

[update cart](#) | [continue shopping](#) | [checkout](#)

[estimate shipping](#)

Advanced Search

Shopping Cart Totals

1 x Chadwick Task Chair
\$712.00

Done

Product Checkout Screen

Step 2 of 3 - Payment Information

File Edit View Go Bookmarks Tools Help

http://dev01.theciphergroup.com/mer/index.php?main_page=checkout

Home Account Search Shopping cart Checkout

DESKS INCORPORATED

Home Checkout **Payment Method**

Step 2 of 3 - Payment Information

Chairs (1)

New Products ...
All Products

View Product Details



Chadwick Task Chair
\$712.00

View Product Details

KNOLL

Billing The Cipher Group
Address: Chad Agate
18400 76th Ave.
Tinley Park, IL 60477
United States
[change address](#)

Your billing address is shown to the left. The billing address should match the address on your credit card statement. You can change the billing address by clicking the [Change Address](#) button.

Sub-Total: \$712.00
Free Shipping: \$0.00
Total: \$712.00

Payment Method

This is currently the only payment method available to use on this order.

Credits Available

Discount Coupons

Redemption Code _____

Special Instructions or Order Comments

Continue to Step 3
- to confirm your order. [continue](#)

Search

Advanced Search

Shopping cart (1 items)

1 x Chadwick Task Chair
\$712.00

Done

Payment Information Screen

Step 3 of 3 - Order Confirmation

http://dev01.thedphgroup.com/bar/index.php/main_page-checkout

Home | Log Out | My Account | Search | Shopping Cart | Checkout

Powered by DESKYS INCORPORATED

Chairs (1)
New Products
All Products ..

Chadwick Task Chair
\$712.00

KNOLL

Normal Checkout Confirmation

Step 3 of 3 - Order Confirmation

Billing Address

The Cipher Group
Chad Agents
18400 76th Ave.
Tinley Park, IL 60477
United States

[change address](#)

Delivery Address

[change address](#)

Special Instructions or Order Comments [edit](#)

None

Shopping Cart Contents [edit](#)

1 x Chadwick Task Chair	\$712.00
Sub-Total:	\$712.00
Free Shipping:	\$0.00
Total:	\$712.00

Shipping Method: **Free Shipping** [edit](#)

Payment Method: **Cash on Delivery** [edit](#)

Final Step [confirm](#)

- continue to confirm your order. Thank you!

Search

Search

Advanced Search

Shopping Cart (Items: 1)

1 x Chadwick Task Chair

\$712.00

Order Confirmation Screen

DESKS INCORPORATED

Order Status Report

BL TO **DETAILS**
 DESKS INC Order Number: 05110073
 DESKS INC Order Entry Date: 010606
 Customer Code: DESKS
 600 WEST FULTON Sales Rep: DESKS INC./MOCK
 CHICAGO IL 60661

Line	Quantity	Mfg	Model Number and Description	Tag/Part	Estimated Ship Date
PO Number: 05110073					
001	00001	KNOLL	88S2FA ESSENTIALS CHAIR		00/00/00
002	00002	KNOLL	88S2FA ESSENTIALS CHAIR		00/00/00
003	00001	KNOLL	COPE01 LITE ASSY		00/00/00
004	00001	KNOLL	COPE01 BASE BASE ASSY		00/00/00
005	00014	KNOLL	77SU2FA ESSENTIALS PRO SIDE CHAIR		00/00/00
006	00001	KNOLL	88WMB2SYHASSL ESSENTIALS TECH WORK CHAIR		00/00/00
007	00002	KNOLL	77SU2FA ESSENTIAL PRO SIDE CHAIR		00/00/00
008	00002	KNOLL	88WMB2SYHASSL ESSENTIALS TECH WORK CHAIR		00/00/00
009	00001	KNOLL	77WMB2SYHASSL ESSENTIALS TECH WORK CHAIR		00/00/00
010	00001	KNOLL	77WMB2SYHASSL ESSENTIALS MIDBACK PRO CHAIR		00/00/00
011	00001	KNOLL	77WMB2SYHASSL ESSENTIALS MIDBACK PRO WORK C		00/00/00

* While lines are open line items are not to be shipped. Please allow 1-3 weeks of transit time

* Estimated ship date reflects the manufacturers "week of" shipping information. Please allow 1-3 weeks of transit time

Session Id : 890 Report Summary : There are 11 line items from 1 Desks Inc. purchase order # 05110073, 1 item(s) active

TEAM MEMBER

**John Behrmann
Account Executive**

John started in the office furniture industry in 1979, working for D&L Office Furniture Company.

He started in the satellite showroom facilities working in retail sales. Later he joined the contract sales group at D&L, which was a dealer for Knoll, Haworth and Herman Miller products.

In 1986, John joined Desks Inc. as a salesperson. Since becoming part of Desks Inc. John has worked with many of the Fortune 1000 businesses of Chicago as well as servicing his largest account, the City of Chicago, fulfilling their furniture requirements.

John is married and has a daughter and a son.



TEAM MEMBER

Amy Wojtas
Professional Services

Amy received her B.A. in Studio Arts from Northern Illinois University in 1995. Industry experience began shortly after while working as an assistant project manager for a consulting firm specializing in healthcare development and renovation.

In 2000, Amy became the Facilities Project Manager for a growing internet company managing multiple build out and relocation projects. Soon after project completion, an opportunity in the contract furnishings industry was available at a Chicago based Steelcase dealership, where Amy was an Account Manager. Successfully selling to the higher education market, her client base included Northwestern University and Hospital, University of Chicago and Northeastern University.

In 2002, interest in the design process and creative problem solving led her to Harrington College of Design. She earned an A.A.S. Interior Design in 2004 and is continuing the B.A. program in 2005.

Joining Desks Inc. in March 2005, she is part of the professional services team. Her position enables her to utilize her technical design skills, as well as her project management and client service experience.

TEAM MEMBER

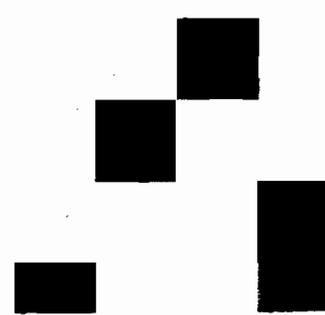
Sinde Werzynski
Professional Services

Sinde received her Bachelor of Fine Arts in Studio Art from Michigan State University in 1992. In 1988 and 1991 she participated in MSU Overseas Programs at the University of London, England. In 1999 she continued her studies in Interior Design at Delgado Community College in New Orleans, Louisiana, where she had relocated.

In 1999 Sinde joined Associated Office Systems, a contract furniture dealer in New Orleans. Her duties ranged from project management and AutoCAD (& CAP) design to sales and marketing. She successfully managed accounts from beginning to end, including client interaction, design, space planning, budgeting, order entry, establishing delivery schedules and supervising installation.

Sinde relocated to Michigan in 2004, where she was employed by Crate&Barrel, pursuing an interest in retail design. Responsibilities included visual merchandising, residential design and sales. She transferred within the company to Chicago, Illinois.

In October of 2005, Sinde joined the Desks, Inc. Professional Services Team. As Senior Interior Designer and Project Manager, she brings many years of experience with varied and proven talents. She is also a current member of the International Interior Design Association.



TEAM MEMBER

**Pamela Schauer
Sales Coordinator**

Pam's experience and knowledge comes from a background spanning over twenty years in administrative assisting and customer service in office furniture dealerships and wood office furniture manufactures.

Pam's responsibilities include providing quotations, order entry, checking acknowledgements, order expediting, and on-going customer service. Her attention to detail and drive for customer satisfaction is an integral part of the sales process. We are pleased to have Pam as part of our team.

AGATI

March 20, 2006

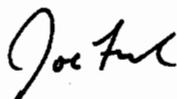
John Behrmann
Desks, Inc.
600 West Fulton
Chicago, IL 60661

Dear Mr. Behrmann,

Agati hereby names Desks, Inc. as its authorized distributor for purposes of a City of Chicago contract. By signing this letter, Agati hereby authorizes Desks, Inc. to offer products and services listed on the City of Chicago contract to the City of Chicago pursuant to the Terms and Conditions of the set forth to Desks, Inc. by Agati.

In the event that Desks, Inc. fails to perform its obligations under the City of Chicago contract, Agati agrees to perform in Desks, Inc.'s place and assume the obligations of Desks, Inc. to the City under the City of Chicago contract. If Agati withdraws its authorization of Desks, Inc. to offer the products or services listed on the City of Chicago contract, Agati shall notify the City of Chicago contract unit in writing. Agati agrees that the authorization to Desks, Inc. set forth in this letter shall remain effective until the City of Chicago contract unit receives written notification that Agati has withdrawn its authorization to Desks, Inc. or until the City of Chicago Contract expires. Desks, Inc. is authorized to receive payments for products and services. If you have any questions, please contact *Tina Campbell* at (312) 829-1977.

Best regards,



Joseph Frueh
Director of Sales
Agati

Cc: Melissa Munro
Tina Campbell

March 27, 2006

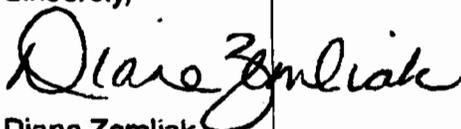
Desks, Inc.
600 W. Fulton Street, Ste. 200
Chicago, IL 60661

To Whom It May Concern:

This letter is intended to recognize **Desks, Inc. located at: 600 W. Fulton St., Ste. 200, Chicago, IL 60661** as a certified and authorized dealer/distributor for ERG International products in the state of Illinois.

Should you have any questions, please feel free to contact me.

Sincerely,



Diane Zemliak
Projects Manager



Hale Mfg. Co.
P.O. Box 100
Frankfort, N.Y. 13340
315/684-6400

July 24, 1985

To Whom it may Concern:

This letter is to confirm that Deakos Inc. is a long time dealer in good standing with Hale Manufacturing and is authorized to sell our products.

Sincerely,

James Benson
James Benson



Reminder: AOL will never ask you to send us your password or credit card number in an email. This message has been scanned for known viruses.

From: Beckie@JasperSeating.com
To: siskaseoc@aol.com
Subject: authorized dealer letter.doc
Date: Mon, 24 Jul 2006 7:15 AM



JASPER SEATING COMPANY, INC.

<![endif]>

<endif> <endif> <endif>

**P.O. Box 231 / 832 N 11th St.
Jasper, IN 47546
P: 812-482-3204 / F: 812-482-1548**

July 24, 2006

To whom it may concern,

We confirm that Desks Inc is a long time dealer and in good standing with Community, a division of Jasper Seating Co Inc.

If you have any questions, please contact us (812)-482-3204.

Sincerely,

Beckie Knust, Cr Mgr.
Jasper Seating Company, Inc.

KI

WORKING
FOR
YOU

To whom it may concern,

Please acknowledge that Desks, Inc. is an authorized dealer of KI. Desks, Inc. has remained a fine dealer for KI for several years and continues to do so today.

Sincerely,



Dave Fairburn
District Manager
312.467.6850 x203

KI - Chicago Showroom
222 Merchandise Mart Plaza
Suite 1181
Chicago IL 60654

Tel: 312-467-6850
Fax: 312-467-4015
www.ki.com

T-066 P.002/002 F-411

FROM- 03:34PM 002-11-11-07

Merchandise Mart Plaza
Suite 1111
Chicago, IL 60654

March 27, 2006

To The City of Chicago Procurement Team:

Knoll

Desks Inc. is an authorized dealer of Knoll product and is a dealer in good standing. Desks has been a Knoll dealer for over 25 years.

If you have any questions, please call or email me. Thank you.

Regards,



Michele Munson



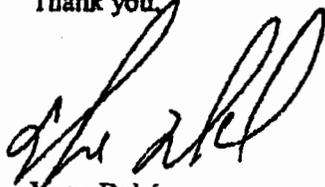
Montreal, March 23rd 2006

To whom it may concern,

This letter is intended to recognize Desks Inc. 600 West Fulton Street, Chicago, Illinois as an authorized Lincora dealer in the metro city of Chicago and State of Illinois.

It also acknowledges Desks Inc. as a dealer with excellent credit rating. If you have any questions please feel free to contact me.

Thank you.



Yvon Dubé
V. P. Sales & Marketing

11221 MELROSE AVENUE • FRANKLIN PARK, IL 60131
WWW.MADERITEBEDDING.COM



PHONE 847-349-5886 • FAX 847-349-5880
TOLL-FREE 800-365-7483

June 20, 2006

Re: Desks, Inc.

To whom it may concern:

Desks, Inc is recognized as a dealer in good standing for Made Rite Bedding Company and its products and has maintained that status for over four (4) years.

As such Desks, Inc has access to the entire line of Made Rite Bedding products and can purchase items for resale at a favored dealer discount.

For additional information, please contact us at 847/349-5886.

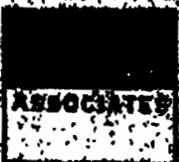
Sincerely,

Corey Stricker
Vice President

CSS/mv

TRUSTED BEDDING ADVISORS & MANUFACTURERS SINCE 1946
HEALTHCARE • HOTELS • HOMES • INSTITUTIONS • FURNITURE CONTRACTORS

"IT'S A GOOD NITE WITH MADE RITE"



6/21/66

To whom it may concern,

Duck's Inc. has been a recognized Peter Pepper Products Dealer for good standing for over sixty years.

As such, Duck's Inc. has access to the entire product offering of Peter Pepper Products and can purchase for you at a Fifteen (15%) Dollar discount per item.

If we can be of any assistance, please contact us.

Handwritten signature of Timothy J. Coyne

Timothy J. Coyne
Illinois Wisconsin Peter Pepper Products Representative

COYNE ASSOCIATES INC. 1024 MERCHANDISE HALL CHICAGO, ILLINOIS 60654
TELEPHONE 312-222-1070 FACSIMILE 312-222-1600



To Whom It May Concern,

This letter is intended to recognize Deaka, Inc. located at 600 West Fulton St. Chicago, IL, is an authorized Tayco Dealer/Distributor in the city of Chicago and the state of Illinois.

If you have any questions and or concerns feel free to contact

**Joanna Sawaged-Diaz
Team Leader/Customer Service
Direct line: 416-253-2510
Main line: 1800-675-4092. x.3339
Fax: 416-252-4467
Email: Joanna@tayco.com**

Sincerely,



**638 Kipling Avenue, Toronto
Ontario, Canada M8Z 5G1
Phone (416) 252-8008
Fax: (416) 252-4467
Toll free: 1-800-675-4092
www.tayco.com**

**The Gunlocks Company
One Gunlocks Drive
Wayland, New York 14572**

**800 828 6308
585 728 5111
585 728 6350 Fax
www.gunlocks.com**

Gunlocks

July 19, 2006

To Whom It May Concern:

This letter is to identify Desks, Inc. as an authorized Gunlocks distributor in good credit standing per the agreement between Gunlocks, LLC and Desks, Inc., executed January 2006.

Desks, Inc. has complied with all requirements necessary to be considered an authorized Gunlocks distributor. As the local manufacturer representative, I have supported Desks, Inc. in their Gunlocks sales efforts and will continue to support them for the foreseeable future.

Please contact me directly should you need additional information.

Sincerely,

**Ryan J. Grote
Business Development Manager
Gunlocks, Chicago**



1400 International Plow
Unit #1400
Woodridge, IL 60517

August 2, 2006

To Whom It May Concern:

Please be advised that Desks Inc. is an authorized Magnuson Group dealer in good standing and may accept purchase orders from customers wishing to purchase our products.

Desks Inc. may be contacted at

600 West Fulton
Second Floor
Chicago, IL 60661
Phone# 312-334-3375
Fax# 312-334-3333
Contact: John Behrmann

Please do not hesitate to contact me with any questions regarding this letter or additional information on Magnuson Group. You can reach me at 630-783-8100.

For our customer service department please call 800-342-5725

Sincerely,

MAGNUSON GROUP INC.

A handwritten signature in black ink that reads 'Todd Serrano'.

Todd Serrano
Director, Contract Sales

Maxon Furniture Inc
21606 86th Place South
Kent, WA 98031
p 800 289 1274 f 253 395 4194
www.maxonfurniture.com

March 13, 2006



To Whom It May Concern:

This letter is to confirm that Desks, Inc., in Chicago, Illinois, is a Maxon Dealer in good standing and is authorized to represent us across all of our product lines. If there is a need for additional information, please contact us at (800) 289-1274

Sincerely,

A handwritten signature in black ink that reads "Mark L. Sims". The signature is written in a cursive style with a long, sweeping underline.

Mark L. Sims
Midwest Regional Sales Manager

We get you working fast.



THE HON COMPANY

March 15, 2006

City of Chicago
Department of Procurement
121 N. LaSalle Street
Chicago, IL 60602

To Whom It May Concern:

This letter is to advise that Desks Inc. is an authorized HON dealership in good standing. They are authorized to sell and service all HON products. You may contact me directly with any questions you might have regarding the City of Chicago contract.

Best regards,

Donna McLean
Territory Manager
The HON Company



Since 1878

MEILAHN MANUFACTURING CO.

Fine Furniture & Cabinetry

5900 W. 65th ST. • CHICAGO, ILLINOIS 60638

773-581-5204 • FAX 773-581-5404

City of Chicago Contract Discount Schedule

Brodart 2006 Supply catalog pages 739 thru 864 are to be sold at catalog list plus 3% to cover the freight charges. No minimum order is required for the supply catalog. Page numbers will vary from catalog year to year. Brodart reserves the right to drop any products from the supply catalog at the end of each catalog year.

- non-standard items are subject to a net upcharge that will be added to the order
- Custom fabric or custom stains are also subject to an upcharge
- Any material other than Red Oak, is subject to the market value increase to the list price



City of Chicago Vendor, Contract and Payment Information

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[Department of Procurement Services](#)

[Department of Finance](#)

[FAQ](#)

[Contact info](#)

Contract Details

Contract (PO) Number: [12325](#)
Specification Number: 38991
Award Date: 08/21/2006
Original Award Amount: Up To \$3,393,518.75
Current Award Amount: **DUR** [View Payment Details](#)
Vendor Name: [DESKS INC.](#)
[Show all contracts for this vendor](#) | [Show all disclosures for this vendor](#)
Description: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES
Buyer Name:
Target Market: No

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
12325	12325 - D1	08/21/2006	07/01/2006	06/30/2011	Up To \$3,393,518.75

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
123251	DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES		08/22/2006	08/01/2006	07/31/2011	DUR
123254	DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES		06/15/2011	08/01/2006	07/31/2011	\$557,537.99
123255	DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES		06/27/2011	08/01/2006	07/31/2012	DUR
123256	DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES		09/13/2011	08/01/2006	07/31/2012	\$790,854.00
123257	DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES		04/30/2012	08/01/2006	07/31/2013	\$210,895.59



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 30 2012

Mr. Jim Ford
Desks, Inc..
225 W. Ohio – Ste. 500
Chicago, IL 60654

Subject: Delivery and Installation of Various Furniture and Accessories
Specification Number: 38991
Contract Number: 12325
Modification Number: 69220
Re: One (1) Year Extension of Contract

Dear Mr. Ford:

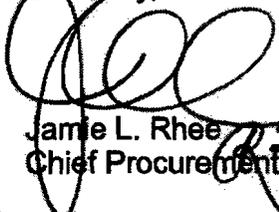
This is to advise you that the City of Chicago elects to extend the above-referenced contract for one (1) year under the same terms and conditions as the original contract, all in accordance with the provisions in Section 3.25 entitled Contract Extension Option. The extension will start August 1, 2012 and end July 31, 2013.

Your contract also 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. The web address to submit your EDS is: <https://webapps.cityofchicago.org/EDSWeb>

Furthermore, please transmit a current certificate of insurance as required by your contract. Submit these documents to Stacy Stewart, Buyer, within thirty (30) days of receipt of this letter.

If you have any questions concerning this matter, please contact Stacy Stewart, at 312-744-2681, or at stacy.stewart@cityofchicago.org.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/sps
cc: File (Specification No.: 38991)
Hyun Woo Lee

BW
SPS

**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	38	12325	38991	233145	A	8/1/2006	7/31/2013	1

BUYER:

14768 STACY STEWART 312-744-2681

ORDERED FROM:

DESKS INC
600 W. FULTON (EFT)
SUITE 200
CHICAGO, IL 60661

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: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	42597.01	AGATI.DISCOUNT FROM AGATI PRICE LIST 2006.	USD	0.00
2	42597.04	AURORA SHELVING.DISCOUNT FROM AURORA SHELVING GSA PRICE LIST 10/1/01 THRU 9/30/06.	USD	0.00
3	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM GUEST SEATING PRICE LIST 1/15/06.	USD	0.00
4	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM REVISED EDITION SEATING PRICE LIST 1/15/06.	USD	0.00
5	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM SUPPLEMENTAL PRICE LIST III 1/15/06.	USD	0.00
6	42597.05	ERG INTERNATIONAL SEATING. DISCOUNT FROM SUPPLEMENTAL PRICE LIST 1/15/06.	USD	0.00
7	42597.05	ERG INTERNATIONAL TABLES BOARDROOM FURNITURE. DISCOUNT FROM TABLES PRICE LIST 2006.	USD	0.00
8	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM SEATING PRICE LIST 7/1/04.	USD	0.00
9	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM GEVA PRICE LIST 1/2/03	USD	0.00
10	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM KENSINGTON PRICE LIST 2/6/05.	USD	0.00
11	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MOSAIC PRICE LIST 2/6/05.	USD	0.00
12	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MEDLEY PRICE LIST 6/13/05.	USD	0.00
13	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM MEDLEY LAMINATE PRICE LIST 2/6/05.	USD	0.00
14	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM TABLES PRICE LIST 2/6/05.	USD	0.00
15	42597.07	GUNLOCKE SEATING, CASEGOODS. DISCOUNT FROM SHUTTLE PRICE LIST 1/2/03.	USD	0.00
16	42597.08	HALE WOOD BOOKCASES. DISCOUNT FROM RETAIL PRICE LIST 3/1/05.	USD	0.00
17	42597.12	COMMUNITY.DISCOUNT FROM COMMUNITY PRODUCT CATALOG 1/1/06.	USD	0.00
18	42597.12	JSI. DISCOUNT FROM SEATING PRICE LIST 1/01/06.	USD	0.00
19	42597.13	KI PRODUCT BROCHURES. DISCOUNT FROM CROSSROADS LIBRARY FURNITURE PRICE LIST 1/17/05.	USD	0.00
20	42597.13	KI PRODUCT BROCHURES. DISCOUNT FROM SEATING PRICE LIST 1/17/05.	USD	0.00
21	42597.13	KI PRODUCT BROCHURES. DISCOUNT FROM VERSA UPHOLSTERED SEAT AND WOOD BACK CHAIR PRICE LIST 1/17/05	USD	0.00
22	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM RAPTUREE SEATING PRICE LIST 1/17/05.	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
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	38	12325	38991	233145	A	8/1/2006	7/31/2013	2

BUYER:

14768 STACY STEWART 312-744-2681

ORDERED FROM:

DESKS INC
600 W. FULTON (EFT)
SUITE 200
CHICAGO, IL 60661

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: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
23	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM PIRETTI ENGAGE STOOL SEATING PRICE LIST 1/17/05.	USD	0.00
24	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM OLYMPIA SEATING PRICE LIST 1/17/05.	USD	0.00
25	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DANCE CHAIR PRICE LIST 1/17/05.	USD	0.00
26	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DURASTACK STACK CHAIRS PRICE LIST 1/17/05.	USD	0.00
27	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DURASTACK PEDESTAL BASE CHAIR PRICE LIST 1/17/05.	USD	0.00
28	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM GATE ONE SEATING PRICE LIST 1/17/05.	USD	0.00
29	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM TABLES PRICE LIST 1/17/05.	USD	0.00
30	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DATALINK MULTIPURPOSE TABLES PRICE LIST 1/17/05.	USD	0.00
31	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM TREK TABLES PRICE LIST 1/17/05.	USD	0.00
32	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM HURRY UP! TABLES PRICE LIST 1/17/05.	USD	0.00
33	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADDENDUM: KEYBOARD ARMS AND TRAYS PRICE LIST 1/17/05.	USD	0.00
34	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM POWERED TABLES PRICE LIST 1/17/05.	USD	0.00
35	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM INTANDEM TABLES PRICE LIST 1/17/05.	USD	0.00
36	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM CONNECT SINGLE CIRCUIT ELECTRICAL SYSTEM PRICE LIST 1/17/05.	USD	0.00
37	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM DESKING SYSTEMS PRICE LIST 1/17/05.	USD	0.00
38	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM GENESIS DESKING PRICE LIST 1/17/05.	USD	0.00
39	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ALL TERRAIN PRICE LIST 1/17/05.	USD	0.00
40	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM FLEXIBLE WORKSPACE SYSTEM PRICE LIST 1/17/05.	USD	0.00
41	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM SYSTEM 3000 PANEL SYSTEM PRICE LIST 1/17/05.	USD	0.00
42	42597.13	KI PRODUCT BROCHURE DISCOUNT FROM BALANCE OVERHEAD PRICE LIST 1/17/05.	USD	0.00
43	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM FILES AND STORAGE PRICE LIST 1/17/05.	USD	0.00
44	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM PIVOT FILE ROTARY STORAGE PRICE LIST 1/17/05.	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
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	38	12325	38991	233145	A	8/1/2006	7/31/2013	3

BUYER:

14768 STACY STEWART 312-744-2681

ORDERED FROM:

DESKS INC
600 W. FULTON (EFT)
SUITE 200
CHICAGO, IL 60661

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: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
45	42597.13	KI PRODUCT BROCHURE DISCOUNT FROM ADD PATIENT ROOM SEATING PRICE LIST 1/17/05.	USD	0.00
46	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD STACKER PRICE LIST 1/17/05.	USD	0.00
47	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD SLEEP CHAIR PRICE LIST 1/17/05.	USD	0.00
48	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD DAYBED SOFA PRICE LIST 1/17/05.	USD	0.00
49	42597.13	KI PRODUCT BROCHURE. DISCOUNT FROM ADD PUBLIC SPACE SEATING PRICE LIST 1/17/05.	USD	0.00
50	42597.14	KNOLL CASEGOODS-METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM CALIBRE PRICE LIST 2/2006.	USD	0.00
51	42597.14	KNOLL CASEGGODS-METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM OFFICE SEATING PRICE LIST 2/2006.	USD	0.00
52	42597.14	KNOLL CASEGOODS-METAL, FILING, SEATING, ACCESSORIES. DISCOUNT FROM KNOLL EXTRA PRICE LIST 2/2006.	USD	0.00
53	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM MORRISON PRICE LIST 2/2006.	USD	0.00
54	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM DIVIDENDS PRICE LIST 2/2006.	USD	0.00
55	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM EQUITY PRICE LIST 2/2006.	USD	0.00
56	42597.14	KNOLL MORRISON, DIVIDENDS, EQUITY, CURRENTS. DISCOUNT FROM CURRENTS PRICE LIST 2/2006.	USD	0.00
57	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC. DISCOUNT FROM THE LOCKER SERIES PRODUCT GUIDE PRICE LIST 9/2002.	USD	0.00
58	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC. DISCOUNT FROM K.M.I./LINCORA SERIES PRODUCT GUIDE U.S.A. PRICE LIST 9/2002.	USD	0.00
59	42597.15	LINCORA GROUP, LINCORA, K.M.I., FICOBEC. DISCOUNT FROM FICOBEC PRODUCT GUIDE PRICE LIST 6/2004.	USD	0.00
60	42597.16	MADE RITE. INSTITUTIONAL MATTRESSES MANUFACTURED BY MADE RITE BEDDING DISCOUNT FROM PRICELIST 11/4/2005.	USD	0.00
61	42597.16	MADE RITE. INSTITUTIONAL WOOD HEADBOARD DISCOUNT FROM MFG SUGGESTED LIST PRICES 11/4/05.	USD	0.00
62	42597.17	MAGNUSON GROUP FACILITY MGT SOLUTIONS. DISCOUNT FROM MG PERSL CSTMRS, FLR RCKS, DSKTP MGT SYS, MAG RCKS, WAL RCKS, HSK, HK PNLS AND HGRS PRICE LIST 9/1/05.	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 overpayments will be reflected unless otherwise authorized in this purchase.

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

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
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	38	12325	38991	233145	A	8/1/2006	7/31/2013	4

BUYER:

14768 STACY STEWART 312-744-2681

ORDERED FROM:

DESKS INC
600 W. FULTON (EFT)
SUITE 200
CHICAGO, IL 60661

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: DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
63	42597.17	MAGNUSON GROUP FACILITY MGT SOLUTIONS. DISCOUNT FROM MG VILAGRASA 9/1/05.	USD	0.00
64	42597.21	PETER PEPPER PRODUCTS. DISCOUNT FROM PRICE LIST AND 7/1/05 THRU 12/31/06.	USD	0.00
65	42597.24	TAYCO SEGMENTED TILE SYSTEM, MOBILE FREE-STANDING SYSTEM. DISCOUNT FROM COSMOPOLITAN PRICE LIST 2/1/05.	USD	0.00
66	42597.24	TAYCO SEGMENTED TILE SYSTEM MOBILE FREE-STANDING SYSTEM. DISCOUNT FROM GO PRODUCT PRICE LIST 2/1/05.	USD	0.00
67	42597.24	TAYCO SYSTEMS, FREE-STANDING SEATING, QUICKSHIP. DISCOUNT FROM REPOSE OFFICE SEATING, MOST CURRENT PRICE LIST 2/1/05.	USD	0.00
68	42597.24	TAYCO OFFICE FURNITURE. DISCOUNT FROM PRODUCT PRICING, 2/1/05.	USD	0.00
69	9314701108	FURNITURE SERVICE - MONTHLY STORAGE OF FURNITURE	Square Foot	0.77
70	9314701109	FURNITURE SERVICE - WEEKLY STORAGE OF FURNITURE	Square Foot	0.19
71	9314701107	FURNITURE SERVICE - DAILY STORAGE OF FURNITURE	Square Foot	0.05
72	9314655100	FURNITURE SERVICES- FURNITURE REPAIR FEE	Hour	56.00
73	9314501100	FURNITURE RECONFIGURATION SERVICES FEE	Hour	75.00
74	9314701120	FURNITURE SERVICE - LABOR, PREMIUM DELIVERY TIME	Hour	110.00

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.

CONTRACT NO. 12-30-446

EXHIBIT 4

General Conditions

**GENERAL CONDITIONS
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

CONTRACT NO. 12-30-446

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/18/2013

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

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

PRODUCER Cevaal Insurance Agency, Inc. 475 N. Main Street Glen Ellyn IL 60137	CONTACT NAME: Samantha Thanos PHONE (A/C No. Ext): (630) 790-4590 FAX (A/C No.): (630) 790-4599 E-MAIL ADDRESS: samantha@cevaalinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Utica National Insurance Group 25976 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12/13 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP4524600	5/15/2012	5/15/2013	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 - COMPIOP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPP4524600	5/15/2012	5/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W4531869	5/15/2012	5/15/2013	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Cook County Government Office of the Chief Procurement Officer 118 N. Clark Street Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Cevaal/BC 

**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, 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 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: UNIQUE CASEWORK INSTALLATIONS
Address: 3936 W. 16TH STREET CHICAGO IL 60673
E-mail: UNIQUECASEWORK@COMCAST.NET
Contact Person: PATRICIA DAVIS Phone: 773 522 7771
Dollar Amount Participation: \$ _____
Percent Amount of Participation: 16.9 %

*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: Unique Casework Installations Inc. Certifying Agency: City of Chicago Dept. of Procurement Services
Address: 3936 W. 16th Street
City/State: Chicago, IL Zip 60623-2039
Phone: 708-250-1052 Fax: 773-522-7711
Email: Uniquecasework@comcast.net
Certification Expiration Date: 12/1/2014
FEIN #: 416898028
Contact Person: Patricia Davis
Contract #: 12-30-446

Participation: [X] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

MIGP 93145 Furniture Installation and Reconfiguration Services.

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

16.990 Terms: Net 14 days

(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) Patricia Davis

Print Name Patricia Davis

Firm Name Unique Casework Installations Desks INC

Date 1-10-2013

Signature (Prime Bidder/Proposer) Maurizio Rizza

Print Name MAURIZIO RIZZA

Firm Name

Date 1/10/13

Subscribed and sworn before me

this 10 day of January, 2013

Notary Public [Signature]

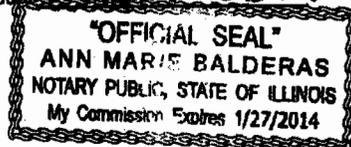
SEAL

Subscribed and sworn before me

this 10 day of January, 2013

Notary Public Ann Marie Balderas

SEAL



January 15, 2013

Nicole Large, MPA
Procurement Analyst
Office of Cook County Chief Procurement Officer
118 N. Clark Street, R. 1018
Chicago, IL 60602

Dear Ms. Large,

Please find enclosed our Economic Disclosure Statement and Execution Document. On January 10th we received notification from our City of Chicago WBE partner, Innerspace Inc. that their certification with the City of Chicago had expired and they will not seek to renew that certification. Desks Inc. has scheduled a meeting with Luisa De Roo Architects, Ms. Luisa De Roo, to partner with us as our WBE for the remainder of the City contract. Ms. De Roo has already expressed an interest in becoming our new WBE partner however, as of this date, those arrangements have not been finalized or approved by the Procurement Department of the City of Chicago. Once approved, we will forward Luisa's certification to you for your records. Thank you for your assistance.

Sincerely,



Gene Walowski

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) *SEE COVER LETTER REGARDING OUR WBE*

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
<u>MIA</u>	

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: _____

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

225 W. OHIO Suite 500
CHICAGO IL 60654

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): M10

(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:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Devs INC D/B/A: _____ EIN NO: 362326061

Street Address: 225 W. OHIO ST. SUITE 500

City: CHICAGO State: IL Zip Code: 60654

Phone No.: 312 334 3375

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
HERSHALL S. FORD	4127 CRESTWOOD DR NORTH BROMFIELD IL 60067	75%
MAURIZIO RIZIA	1809 MARS WENDE PATH PRIDE IL 60068	10%
GREGORY CRAMUS	217 ROSEWOOD CT WESTMOR IL 60559	15%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] 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 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.

MAURIZIO RIZIA
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
 Signature

MRIZIA@DestisINC.COM
 E-mail address

CFO
 Title

1/10/13
 Date

3123343375
 Phone Number

Subscribed to and sworn before me this 12 day of JAN, 2013

My commission expires: 1-27-2014

x Ann Marie Balderas
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ 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: MAURIZIO RIZZO Title: CFO

Business Entity Name: DESKS INC Phone: 312.334.3375

Business Entity Address: 225 W. OHIO SUITE 500 CHICAGO IL 60654

NA 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.

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.

[Signature]
Owner/Employee's Signature

1/10/13
Date

Subscribe and sworn before me this 15 Day of JANUARY, 2013

a Notary Public in and for COOK County

[Signature]



My Commission expires 1-27-2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602**

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Desks Inc
BUSINESS ADDRESS: 225 W. Ohio St Suite 500
Chicago IL 60654
BUSINESS TELEPHONE: 312 334 3375 FAX NUMBER: 312 334 3309
CONTACT PERSON: MAURIZIO MZZA
FEIN: 36-7326061 *IL CORPORATE FILE NUMBER: 3577-057-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: HERSHALL J. FORD VICE PRESIDENT: _____
SECRETARY: MAURIZIO MZZA TREASURER: HERSHALL J. FORD
**SIGNATURE OF PRESIDENT: [Signature]
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
18 day of JANUARY, 2013
X Ann Marie Balderas
Notary Public Signature



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

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:

Not Required

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS
Shirley E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 06 DAY OF February, 2013

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
#12-30-446

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 12,527.18
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:
Not Required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)