

**CONTRACT FOR SUPPLY**

**DOCUMENT NO. 12-90-080**



**PIPE, FITTINGS VALVES AND ACCESSORIES  
COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT**

**WITH: JOHNSON PIPE AND SUPPLY COMPANY**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**REQ#101629**

CONTRACT FOR SERVICE  
PART I  
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Johnson Pipe and Supply Company**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **Cook County Department of Facilities Management**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Pipe, Fittings, Valves and Accessories through a contract awarded by the City of Chicago, Contract #9929.

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County through October 31, 2012.

III. PAYMENT

In no case shall such charges exceed the amount of **\$116,435.00**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A – CITY OF CHICAGO CONTRACT

Notwithstanding such incorporation, none of the terms set forth in any Exhibit 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.

**GENERAL CONDITIONS  
SUPPLY/SERVICE  
SOLE SOURCE**

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**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 Contractor occurs which is not cured by the Contractor within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

**GC-13            COUNTY'S REMEDIES**

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

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

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

**GC-14            CONTRACTOR'S REMEDIES**

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

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

**GC-15            DELAYS**

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

**GC-16            MODIFICATIONS AND AMENDMENTS**

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

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

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

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

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

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

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

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

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

**GC-18 COMPLIANCE WITH THE LAWS**

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

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

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

**I. POLICY AND GOALS**

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

GC-19      MINORITY AND WOMEN BUSINESS ENTERPRISES  
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND  
CONSULTING SERVICE AND SOLE SOURCE (CONT.)

- 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.

**GC-41**            **FEDERAL CLAUSES**

1.        Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2.        False or Fraudulent Statements and Claims

(a)        The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b)        The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3.        Federal Interest in Patents

(a)        General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b)        Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

**GC-41 FEDERAL CLAUSES (CON'T.)**

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

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

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

**GC-41**      **FEDERAL CLAUSES (CON'T.)**

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7.      No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8.      Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9.      Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10.     No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11.     Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

**GC-41 FEDERAL CLAUSES (CON'T.)**

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

GC-41      FEDERAL CLAUSES (CON'T.)

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14.    Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15.    Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

**GC-41**      **FEDERAL CLAUSES (CON'T.)**

16.      Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17.      Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18.      Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19.      Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**GC-41**                    **FEDERAL CLAUSES (CON'T.)**

20.     Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21.     Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22.     Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23.     Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**GC-41            FEDERAL CLAUSES (CON'T.)**

24.    Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25.    Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**END OF SECTION**

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 12-90-080 for Pipe, Fittings Valves and Accessories for the Cook County Department of Facilities Management, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	PIPE, FITTINGS, VALVES AND ACCESSORIES AS PER EXHIBIT "A" HEREIN.

**GRAND TOTAL: \$ 116,435.00**

CONTRACT NO. 12-90-080

EXHIBIT "A"

CITY OF CHICAGO CONTRACT

**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
8/19/2010	88	9929	2312	436422	A	11/1/2005	10/31/2012	1

**BUYER:**

18857 WILLIAM DOTSON 312-744-4924

**ORDERED FROM:**

JOHNSON PIPE & SUPPLY CO  
999 W. 37TH STREET (EFT)  
CHICAGO, IL 60609

## 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: PIPE, FITTINGS, VALVES AND ACCESSORIES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
1	67098.05	SANYMETAL PLUMBING FIXTURES-MOST CURRENT PRICE LIST	Discount From List	0.00
2	67098.04	PIPE, CONTINOUS BUTTWELD-DISCOUNT FROM CARBON STEEL PRICE LIST DATED 5-01-03 PRICE LIST	Discount From List	0.00
3	67098.08	PIPE, ELECTRIC RESISTANT WELD-DISCOUNT FROM CARBON STEEL PRICE LIST DATED 5-01-03	Discount From List	0.00
4	67098.09	SEAMLESS PIPE & TUBING, CHICAGO CARD CATALOG MOST RECENT	Discount From List	0.00
5	67098.10	COOPER TUBING-DISCOUNT FROM CAMBRIDGE LEE IND. PRICE LIST 68 DATED 7/21/03 OR MOST CURRENT	Discount From List	0.00
6	67098.13	REFRIDGERATION TUBE-DISCOUNT FROM CAMBRIDGE INDUSTRIES INC. PRICE LIST DATED MOST CURRENT	Discount From List	0.00
7	67098.15	PLASTIC PIPE PVC/CPVC-DISCOUNT FROM CAMBRIDGE INDUSTRIES PRICE LIST 68 DATED 7/21/03 OR MOST CURRENT	Discount From List	0.00
8	67098.16	ACTUATORS, VALVES, BEARINGS, REPAIR KITS, FLOWSEAL PRICE LIST DATED 01-01-02 OR MOST CURRENT	Discount From List	0.00
9	67098.17	SOLVENTS, CEMENTS, PRIMERS, COMPOUNDS AND ACCESSORIES FROM OATEY PRICE CATALOG DATED 06/15/2001 OR MOST CURRENT	Discount From List	0.00
10	67098.18	VALVES, BRONZE AND IRON HAMMOND VALVE PRICE SHEET IBI-0203A DATED 02/17/03 OR MOST CURRENT	Discount From List	0.00
11	67098.19	VALVES, CAST STEEL, CRANE DISCOUNT FROM PRICE LIST CSV-02-08 DATED 8-01-02 OR MOST CURRENT	Discount From List	0.00
12	67098.25	VALVES, BRONZE AND IRON, STOCKHAM DISCOUNT FROM PRICE LIST SBIV-03-02 DATED 1-15-03 OR MOST CURRENT	Discount From List	0.00
13	67098.27	VALVES, BALL, HAMMOND VALVE DISCOUNT FROM PRICE LIST BV-0203 DATED 02/17/03 OR MOST CURRENT	Discount From List	0.00
14	67098.28	VALVES BUTTERFLY HAMMOND, VALVE PRICE SHEET BFV-0203A DATE 02/17/03 OR MOST CURRENT	Discount From List	0.00
15	67098.29	VALVES, BUTTERFLY, STOCKHAM-DISCOUNT FROM PRICE LIST BFV-200 DATED 01/04/99 OR MOST CURRENT CATALOG	Discount From List	0.00
16	67098.30	VALVES, RESUN PLUG-DISCOUNT FROM PRICE LIST P96-3 DATED MOST CURRENT ITEM CATALOG	Discount From List	0.00
17	67098.31	VALVES, MCDONALD DISCOUNT FROM PLUMBING PRICE LIST DATED 07/01/02 OR MOST CURRENT CATALOG	Discount From List	0.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order and associated Receipt(s). Submit the original invoice to the Office of the City Comptroller, Invoice Intake Division, 33 N. LaSalle, Room 700, Chicago, IL 60602. 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.

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**BUYER:**

18857 WILLIAM DOTSON 312-744-4924

**ORDERED FROM:**

JOHNSON PIPE & SUPPLY CO  
999 W. 37TH STREET (EFT)  
CHICAGO, IL 60609

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**PO DESCRIPTION: PIPE, FITTINGS, VALVES AND ACCESSORIES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
18	67098.32	VALVES, CONBRACO FROM COMMERCIAL PRODUCTS PRICE LIST CPPL9000 DATED 06/01/03 OR MOST CURRENT	Discount From List	0.00
19	67098.33	VALVES, RP & C FORGED STEEL-C- DISCOUNT FROM PRICE LIST RPV99 DATED 06/01/97 OR MOST CURRENT	Discount From List	0.00
20	67098.34	VALVES, HAYWARD PLASTIC AND PROCESS CONTROLS, DISCOUNT FROM PRICE LIST PVC-44-08/19/02 OR MOST CURRENT	Discount From List	0.00
21	67098.35	WATER SERVICE PRODUCTS, MCDONALD DISCOUNT FROM PRICE LIST DATED 3/10/03 OR MOST CURRENT	Discount From List	0.00
22	67098.36	VALVES, WATSON-MCDANIAL-DISCOUNT FROM PRICE LIST DATED 1/15/02 OR MOST CURRENT	Discount From List	0.00
23	67098.37	VALVES, WATSON-MC DANIAL-DISCOUNT FROM PRICE LIST DATED 09/15/97 OR MOST CURRENT	Discount From List	0.00
24	67098.38	FITTINGS, MALLEABLE IRON DISCOUNT FROM ANVIL PRICE LIST PF-MI 5.01 DATED 05/07/2001 OR MOST CURRENT	Discount From List	0.00
25	67098.40	FITTINGS & FLANGES, CARBON STEEL-DISCOUNT FROM WELDBEND PRICE LIST 6031 OR MOST CURRENT	Discount From List	0.00
26	67098.41	FITTINGS, CENTRAL GROOVE-DISCOUNT FROM PRICE LIST DATED 1/1/98 OR MOST CURRENT	Discount From List	0.00
27	67098.42	FITTINGS AND UNIONS, FORGED STEEL-DISCOUNT FROM CAPITOL PRICE LIST FS-27 REV2 DATED 09/01/00 OR MOST CURRENT	Discount From List	0.00
28	67098.44	FITTINGS, DISCOUNT FROM MUELLER PRICE LIST CF0603 DATED 06/30/03 OR MOST CURRENT	Discount From List	0.00
29	67098.45	FITTINGS, BRASS-DISCOUNT FROM MERIT PRICE LIST BRTF 401 DATED 04-09-02 OR MOST CURRENT	Discount From List	0.00
30	67098.46	FITTINGS, 150# STAINLESS STEEL-DISCOUNT FROM CAMCO PRICE LIST SS-403 DATED 04/07/03 OR MOST CURRENT	Discount From List	0.00
31	67098.47	FITTINGS, VARIOUS DISCOUNT FROM PRICE LIST JOHNSON PIPE MOST CURRENT	Discount From List	0.00
32	67098.48	FITTINGS, STAINLESS STEEL-DISCOUNT FROM SHAW PRICE LIST BW01 2002 DATED NOV. 2002 OR MOST CURRENT	Discount From List	0.00
33	67098.49	FITTINGS, PVC SCH40-DISCOUNT FROM SPEARS PRICE LIST 40-1-0501A DATED 05/26/02 OR MOST CURRENT	Discount From List	0.00
34	67098.50	FITTINGS, PVC SCH80-DISCOUNT FROM SPEARS PRICE LIST 80-1-0501A DATED 05/26/01 OR MOST CURRENT	Discount From List	0.00
35	67098.51	FITTINGS, CPVC SCH80-DISCOUNT FROM SPEARS PRICE LIST 80C-1-0501A DATED 5/28/01 OR MOST CURRENT	Discount From List	0.00

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8/19/2010	88	9929	2312	436422	A	11/1/2005	10/31/2012	3

**BUYER:**

18857 WILLIAM DOTSON 312-744-4924

**ORDERED FROM:**

JOHNSON PIPE & SUPPLY CO  
999 W. 37TH STREET (EFT)  
CHICAGO, IL 60609

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**PO DESCRIPTION: PIPE, FITTINGS, VALVES AND ACCESSORIES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
36	67098.54	FITTINGS, STEEL COUPLINGS-DISCOUNT FROM PRICE LIST 060-11 DATED 10/07/02 OR MOST CURRENT	Discount From List	0.00
37	67098.55	FITTINGS, SOIL PIPE-DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2031 DATED 06/02/03 OR MOST CURRENT	Discount From List	0.00
38	67098.62	FITTINGS, ANDERSON DISCOUNT FROM PRICE LIST DATED 2001 OR MOST CURRENT	Discount From List	0.00
39	67098.63	NIPPLES, WELDED-DISCOUNT FROM CAPITOL PRICE LIST WN-902 DATED 11/04/02	Discount From List	0.00
40	67098.65	NIPPLE ASSOTRMENTS, DISCOUNT FROM CAAPITOL PRICE LIST J-902-N DATED 11/01/02	Discount From List	0.00
41	67098.67	NIPPLES, XH WELDED, DISCOUNT FROM CAPITOL PRICE LIST WN-1096 DATED	Discount From List	0.00
42	67098.68	NIPPLES, SEAMLESS DISCOUNT FROM CAPITOL PRICE LIST SMLS-896 DATED	Discount From List	0.00
43	67098.70	NIPPLES, PVC-DISCOUNT FROM SPEARS PRICE LIST NPL-1-0200 DATED 02/28/02 OR MOST CURRENT	Discount From List	0.00
44	67098.73	NIPPLES, STAINLESS STEEL-DISCOUNT FROM CAMCO PRICE LIST SSN-403 DATED 05/05/03	Discount From List	0.00
45	67098.92	ANVIL HANGERS DISCOUNT FROM PRICE LIST PH-500 DATED 05/12/03 OR MOST CURRENT	Discount From List	0.00
46	67098.93	RIDGID TOOLS DISCOUNT FROM PRICE LIST RT-2002 DATED 10/01/02	Discount From List	0.00
47	67098.94	JOINING TOOLS, GASKETS AND LUBRICANTS DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-2E DATED 09/04/02	Discount From List	0.00
48	67098.95	NO-HUB WIDE-BODY COUPLING & ACCESSORIES DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-3 DATED MOST RECENT	Discount From List	0.00
49	67098.96	NO-HUB COUPLINGS AND ACCESSORIES DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-5 DATED MOST RECENT	Discount From List	0.00
50	67098.97	BOLTS, NUTS, WASHERS-DISCOUNT FROM LIST SHEET DATED MOST RECENT	Discount From List	0.00
51	67098.98	GASKETS, COUPLINGS AND VALVES GRUVLOK STANDARD PRODUCTS DISCOUNT FROM ANVIL PRICE LIST GL-4-2003 DATED 04/14/03	Discount From List	0.00
52	67099.01	STRAINERS AND CONTROL VALVES DISCOUNT FROM KECKLEY PRICE LIST 03 DATED 01/01/03	Discount From List	0.00
53	67098.02	COUPLINGS COMPANY DISCOUNT FROM PRICE LIST LP97 DATED MOST RECENT	Discount From List	0.00

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**PO DESCRIPTION: PIPE, FITTINGS, VALVES AND ACCESSORIES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
54	67099.03	PT-COUPLING-DISCOUNT FROM PRICE LIST DATED 09.01/01	Discount From List	0.00
55	67099.04	GAUGES-DISCOUNT FROM AMETEK PRICE LIST 96-2 SHEET DATED MOST RECENT	Discount From List	0.00
56	67099.05	ACCESSORIES, MODINE-DISCOUNT FROM PRICE LIST SHEETS 75-100-17, 12-700-11, 6-733, 5-757.5, 5-758-3, 3.16-H-03, 1-750.24, 2-712.30, 2-714.14, DATED JULY, 2003	Discount From List	0.00
57	67099.06	CHICAGO FAUCET-DISCOUNT FROM PRICE LIST MTO CATALOG DATED MOST RECENT	Discount From List	0.00
58	67099.07	ACCESSORIES, SLOAN-DISCOUNT FROM PRICE LIST CLP-2002 DATED MOST RECENT	Discount From List	0.00
59	67099.08	ACCESSORIES, SILTEMP-DISCOUNT FROM PRICE SHEET DATED 01/01/03	Discount From List	0.00
60	67098.52	CHICAGO FAUCET DISCOUNT FROM STANDARD CATALOG DATED MOST RECENT	Discount From List	0.00

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## Contract Summary Sheet

**Contract (PO) Number:** 9929

**Specification Number:** 2312

**Name of Contractor:** JOHNSON PIPE & SUPPLY CO

**City Department:** DEPARTMENT OF WATER MANAGEMENT

**Title of Contract:** PIPE, FITTINGS, VALVES AND ACCESSORIES

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

**End Date:** 10/31/2010

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$2,093,981.00

**Brief Description of Work:** PIPE, FITTINGS, VALVES AND ACCESSORIES

**Procurement Services Contract Area:** COMMODITIES

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

**Vendor Number:** 436422

**Submission Date:**

**DEC 27 2005**

Vendor No.: 436422 A

Purchase Order No.: 9929

SPECIFICATION NO. 2312

RFQ: 824

PIPE, FITTINGS, VALVES AND ACCESSORIES

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

Starting: NOVEMBER 1, 2005

Through: OCTOBER 2010

REQUIRED FOR USE BY CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

Fund Number: [REDACTED] (VARIOUS)

Bid Deposit: NONE

Drawings: NONE

Information: LARRY L. WASHINGTON, HEAD PURCHASE CONTRACT ADMINISTRATOR

Phone: (312) 744-8981, e-mail: [lwashington@cityofchicago.org](mailto:lwashington@cityofchicago.org)

**EXECUTE ONE (1) COMPLETE ORIGINAL BID PACKAGE**

All signatures to be sworn to before a Notary Public

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

Issued by:

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

Richard M. Daley  
Mayor  
LW/rp

Mary A. Dempsey  
Interim Chief Procurement Officer

**JOHNSON PIPE & SUPPLY CO.**

Handwritten text, possibly a signature or name, oriented vertically on the left side of the page.



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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:

<b>Business Day</b>	means business days in accordance with the City of Chicago business calendar;
<b>Calendar Day</b>	means calendar days in accordance with the world-wide accepted calendar;
<b>Chief Procurement Officer</b>	refers to the Chief Executive 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;
<b>City</b>	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
<b>Commissioner</b>	refers to the Chief Executive Officer of the Department of Water Management, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
<b>Contract</b>	means this contract for Pipe, Fittings, Valves 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;
<b>Contractor</b>	refers to the person, firm, entity, or corporation who is awarded this contract;
<b>Contract Documents</b>	are as designated herein and as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
<b>Department</b>	means the Department of Water Management, City of Chicago;
<b>Holidays</b>	means the following days in accordance with the City of Chicago; New Years Day, Dr. Martin Luther King Jr.'s Birthday, Pulaski Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day;
<b>Proposal</b>	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
<b>Subcontractor</b>	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;
<b>Supervisor</b>	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 judgment in such matters will be considered final and incontestable by the Contractor.

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

## **2. GENERAL CONDITIONS**

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

### **2.1. 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 805 ILCS 405 (1992).

### **2.2. SUBMISSION OF PROPOSALS**

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

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

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

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

#### **2.4. 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.

#### **2.5. CONSIDERATION OF PROPOSALS**

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

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

#### **2.6. 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.

#### **2.7. 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 faxed, electronically mailed, mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall 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.

#### **2.8. TAXES**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9998-1874-04. 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 must include all other Federal and/or State, direct and/or indirect taxes which apply.

The prices quoted herein must agree with all Federal laws and regulations.

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

Each bidder will have on 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.

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

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

- A. General Conditions.
- B. Addenda, if any.
- C. Special Conditions.
- D. Plans or City Drawings, if any.
- E. Detailed Specifications.
- F. Standard Specifications of the City, State or Federal Government, if any.
- G. Advertisement for proposals (copy of advertisement to be attached to back of cover).
- H. Performance Bond, if required.

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

## **2.11. NOTICES**

All communications and notices herein provided for shall be faxed, delivered personally, electronically mailed, or mailed first class, postage prepaid, to the Contractor by name and address listed on the proposal hereof 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. La Salle Street, Chicago, Illinois 60602.

## **2.12. NON-DISCRIMINATION**

### **A. Federal Requirements**

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

deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

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

#### B. State Requirements

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

#### C. City Requirements

Contractor must comply with the Chicago Human Rights Ordinance, ch. 2-160, section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended. Further, Contractor will furnish or will cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

### 2.13. 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 Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

## **2.14. PREVAILING WAGE ACT**

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

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

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

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

## **2.15. LIVING WAGE ORDINANCE**

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
1. if the Contractor has twenty-five (25) or more full-time employees, and
  2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
  3. the Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. The Base Wage is \$9.43 per hour and each July 1<sup>st</sup>, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

- 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.

## **2.16. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

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

## **2.17. DEMURRAGE AND RE-SPOTTING**

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

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

## **2.18. MATERIALS INSPECTION AND RESPONSIBILITY**

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

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

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

## **2.19. CASH BILLING DISCOUNT**

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

## **2.20. PRICE REDUCTION**

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

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

1. that not general price reduction, as defined above, was made after the date of the bid or offer; or
2. if any such general price reductions were made, that is provided above, they were reported to the Chief Procurement Officer within ten (10) calendar days, and ordering offices were billed at the reduced prices.

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

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

## **2.21. 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.

## **2.22. 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.

**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: LANCE MARCO Title: PRESIDENT  
 Business Entity Name: Johnson Pipe & Supply Phone: 773-716-9730  
 Business Entity Address: 999 W 37th Chgo IL 60609

\_\_\_\_\_ 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.	<u>None</u>	_____	_____
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] \_\_\_\_\_ Date 7/2/12  
 Owner/Employee's Signature

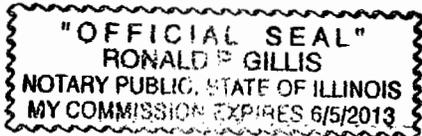
Subscribe and sworn before me this 2<sup>nd</sup> Day of July, 2012

a Notary Public in and for Cook County

[Signature]  
 (Signature)

NOTARY PUBLIC SEAL My Commission expires 6-5-2013

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

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.

### **2.23. CONFLICTS OF INTEREST**

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

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

### **2.24. 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.

### **2.25. 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.

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

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

### **2.27. 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.

### **2.28. 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.

## **2.29. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO**

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

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

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

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

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

## **2.30. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS**

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

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

## **2.31. 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.

## **2.32. 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.

### **2.33. 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.

### **2.34. 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.

### **2.35. DEFAULT**

- A. The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - i. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

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

### **2.36. 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 Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

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

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

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

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

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

### 3. SPECIAL CONDITIONS

#### 3.1. PERFORMANCE BOND

No Bond Required.

#### 3.2. CONTRACTORS INSURANCE

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

##### A. INSURANCE TO BE PROVIDED

1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$500,000 with the same terms herein.

##### B. ADDITIONAL REQUIREMENTS

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

the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor further agrees to furnish certificates of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer.

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 insurance policies must name the joint venture and each of its separate constituent entities as named insureds.

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. SAFETY AND LOSS CONTROL**

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

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

- A training program that includes safety and the identification of worksite hazards.
- Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).

the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor further agrees to furnish certificates of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer.

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 insurance policies must name the joint venture and each of its separate constituent entities as named insureds.

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. SAFETY AND LOSS CONTROL**

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

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

- A training program that includes safety and the identification of worksite hazards.
- Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).

- Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to City equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on City property, is promptly reported to Contractor management and the Commissioner. A completed report of the accident/incident must be promptly submitted to the Commissioner.
- Material Safety Data Sheet (OSHA Form 20) must be submitted with this proposal for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish an OSHA 20 Form for each item contained in the releases against this Contract with the delivery of those materials.
- Develop an Emergency Evacuation/Disaster Control Plan consistent with the Commissioner's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.
- Contractors must also comply with the safety and health requirements of the Commissioner. The Commissioner may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

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

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

### **3.4. PURCHASE ORDER RELEASES**

Requests for Pipe, Fittings, Valves and Accessories in the form of purchase order releases will be issued by the Various Departments and sent to the Contractor to be applied against the contract. Purchase order releases will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information and other pertinent instructions regarding services.

### **3.5. DELIVERY**

Deliveries must be made within fifteen (15) days after receipt of purchase order release, F.O.B., City of Chicago, Various Departments, any point within the City at no charge to the City, regardless of the Purchase Order Release amount.

Deliveries must be made between the hours of 9:00 a.m. through 4:00 p.m., Monday through Friday, excluding any legal holidays.

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

### **3.6. INVOICES**

Original invoices must be forwarded by the Contractor to the Various Departments to apply against the contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department of Water Management and Various Others.

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

Invoices for overshipments or items with price/wage escalations may be rejected unless the contract includes a provision for such an adjustment by contract modification. Freight, handling and shipping costs are not to be invoiced; contract terms specify deliveries F.O.B, City of Chicago. As stated in the Requirements for Bidding and Instructions to Bidders section, the City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

### **3.7. PAYMENT**

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

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

### **3.8. QUANTITIES**

Any quantities shown on the Proposal Pages are estimated usage for the initial thirty-six (36) month contract period and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to procure any Pipe, Fittings, Valves and Accessories other than those determined by the Various 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, performed and accepted on purchase order releases issued directly by the Various Departments.

### **3.9. INVENTORY/LEAD TIME**

The Contractor must maintain an inventory of sufficient diversity and quantity of Pipe, Fittings, Valves and Accessories as to ensure the delivery of any item listed in the Proposal, which is ordered by the City from stock within fifteen (15) calendar days after receipt of a City departments order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

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.

### **3.10. GUARANTEES & WARRANTIES**

The Contractor must furnish all applicable guarantees & warranties for the Pipe, Fittings, Valves and Accessories provided under this contract in accordance with standard guarantee & warranties regularly supplied.

### **3.11. PRICE LISTS/CATALOGS**

For evaluation purposes, the bidder must submit with its bid three (3) copies of price lists/catalogs quoted on the Proposal Pages for use by the Department of Procurement Services, Comptrollers Office and the Department of Water Management to facilitate audit of all invoices and purchase order release off the contract. The Contractor will be responsible for forwarding new price lists or supplements of latest revision to the Department of Water Management, the Comptroller's Office and the Department of Procurement Services during the contract period. Failure to furnish price lists may be cause for rejection of the bid for being non-responsive to this requirement.

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 Commissioner of Water Management and the City Comptroller at least thirty (30) calendar days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices.

### **3.12. BASIS OF AWARD**

A contract will be awarded based on the Lowest Total Bid Price Per Group proposed by a responsive and responsible bidder meeting all the terms and conditions of the specification.

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of transportation, operator training, fluids, warranty, etc., required by specification.

Bidders must quote and identify a discount percent (%) for each line within a specific Group and provide appropriate copies of the proposed Price Lists/Catalog with bid. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected. Bidders must quote all catalogs specified and calculate the discount amount in the discount field and calculate the extended price with discount included.

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

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

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

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

### 3.14. AUDITS

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

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

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

### 3.15. CALCULATION OF MBE/WBE COMMITMENT

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

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements must be made available to the Chief Procurement Officer upon request.
- B. During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be in no case be 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.
- C. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602. (NOTICE: Do not submit invoices with AMBE/WBE Utilization Reports. Final payments may be held until the Utilization Reports have been received.
- D. The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the 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.

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

Each bidder/proposer must fully complete, sign, notarize and submit as part of your proposal the following documents incorporated herein:

1. Schedule B: Affidavit of Joint Venture (MBE/WBE) (if applicable).
2. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant.
3. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan Proposal Page(s)
4. Economic Disclosure Statement and Affidavit
5. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
6. 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.**

### **3.17. CONTRACT PERIOD**

The contract will begin on or about 11/1/05 and continue through 10/31/10, 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 (60<sup>th</sup>) full calendar month after the established start date.

### **3.18. 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 renew this Contract following the expiration of the base contract term for up to three (3) additional one (1) year extension periods each, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procure of the services provided for in this Contract.

No less than ninety (90) calendar days before the expiration of the then current contract term, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

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

### **3.19. 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.

### **3.20. MODIFICATIONS/AMENDMENTS**

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

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.

### **3.21. 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 Pipe, Fittings, Valves and Accessories which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

### **3.22. 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.

### **3.23. 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.

### **3.24. TERMINATION**

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

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

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

## 4. 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 will be credited more than once against a Contractor's MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.
- D. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.
- E. The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

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

##### **A. Direct/Indirect Participation**

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

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

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
- b. A listing of all MBE/WBE firms contacted that includes:
  1. Names, address and telephone numbers of MBE/WBE firms solicited;
  2. Date and time of contact;
  3. Method of contact (written, telephone, transmittal of facsimile documents, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
  1. Project identification and location;
  2. Classification/commodity of work items for which quotations were sought;
  3. Date, item and location for acceptance of subcontractor bid proposals;
  4. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
  5. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

**OR**

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:
  - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
    1. A listing of all potential subcontractors contacted for a quotation on that work item;
    2. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
  - b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
    1. The City's estimate for the work under a specific subcontract;
    2. The bidder/proposers own estimate for the work under the subcontract;
    3. An average of the bona fide prices quoted for the subcontract;
    4. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

**B. Assist Agency Participation**

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

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or

reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

#### C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

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

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 4.4. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section 4.5A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

**4.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

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

#### **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 arbitral process.

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

- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **4.10. RECORD KEEPING**

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

#### **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**

Vendor Relations

City Hall - Room 403

Chicago, Illinois 60602

Attention: Monica Cardenas

(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago**

**Department of Procurement**

Certification Unit

City Hall - Room 403

Chicago, Illinois 60602

Attention: Lillie Cooper

(312) 744-1896

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

**National Minority Suppliers Development Council, Inc.**

1040 Avenue of the Americas, 2nd Floor

New York, New York 10018

Attention: Harriet R. Michel

(212) 944-2430

**Chicago Minority Business Development Council**

1 East Wacker Drive

Suite 1200

Chicago, Illinois 60601

Attention: 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](http://www.cul-chicago.org)  
Email: [jarchie@cul-chicago.org](mailto:jarchie@cul-chicago.org)  
Attn: Joan Archie, Director  
Employment, Counseling & Training

Asian American Alliance  
222 W. Cermak Road  
Suite 303  
Chicago, IL 60616  
Phone #: (773) 326-2200  
Fax #: (773) 326-0399  
Web: [www.asianamericanalliance.com](http://www.asianamericanalliance.com)  
Email: [ctakada@asianamericanalliance.com](mailto:ctakada@asianamericanalliance.com)  
Attn: Christine Takada, Executive Director

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

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

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

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

Hispanic American Contractors Industry Association  
(HACIA)  
901 West Jackson Boulevard  
Suite 205  
Chicago, IL 60607  
Phone #: (312) 666-5910  
Fax #: (312) 666-5692  
Web: [www.hacia.info](http://www.hacia.info)  
Email: [csantoy@haciaworks.org](mailto: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](http://www.cmbdc.org)  
Attn: Tracye Smith, Executive Director

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

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

Illinois Hispanic Chamber of Commerce (Formerly MACC)  
33 N. LaSalle Street  
Suite 1720  
Chicago, IL 60602  
Phone #: (312) 372-3010  
Fax #: (312) 372-3403  
Web: [www.maccbusiness.com](http://www.maccbusiness.com)  
Attn: Juan Ochoa, President & CEO

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

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

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

Rainbow/Push Coalition  
930 E. 50th Street  
Chicago, IL 60615  
Phone #: (773) 256-2728  
Fax #: (773) 256-2751  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)  
Attn: Angela Johnson, Deputy Director Trade Bureau

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

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

Revised 04-12-05

**6. ATTACHMENT B**

*On Bidder/proposer's Letterhead*

RETURN RECEIPT REQUESTED

(Date)

Re: Specification No. 2312

Description: Pipe, Fittings, Valves 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:

David Grossman, Procurement Counsel  
Department of Procurement Officer  
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):

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

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

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

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

A. Joint venture check signing:

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

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

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: \_\_\_\_\_

2. Major purchases: \_\_\_\_\_

3. Estimating: \_\_\_\_\_

4. Engineering: \_\_\_\_\_

VIII. Financial Controls of joint venture:

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

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

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C. What authority does each venturer have to commit or obligate the other to insurance and bonding

companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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

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

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

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

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

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

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

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

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

On this \_\_\_\_\_ day of, 20\_\_\_\_\_, the above-signed officers

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

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

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

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

(SEAL)

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Mary A. Dempsey  
Interim Chief Procurement Officer

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

August 22, 2005

Barbara M. Kurowski, President  
**Best Messenger Service, Inc.**  
671 Executive Drive  
Willowbrook, Illinois 60527

Dear Ms. Kurowski:

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 February 1, 2006**

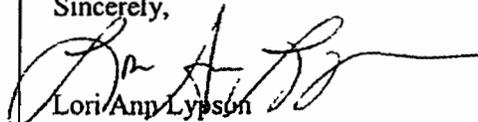
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

**Messenger Services; Intrastate Trucking**

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

Sincerely,

  
Lori Ann Lyson  
Deputy Procurement Officer

mck





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Eric J. Griggs  
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>

Barbara M. Kurowski, President  
**Best Messenger Service, Inc.**  
671 Executive Drive  
Willowbrook, Illinois 60527

Re: **4<sup>th</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: June 10, 2004  
Certification Expires: May 1, 2006  
**ANNUAL Affidavit Certificate Expires: May 1, 2005**

Dear Ms. Kurowski:

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

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

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

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

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

**Messenger Services; Intrastate Trucking**

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

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

Very truly yours,

Michael J. McMurray  
Managing Deputy Procurement Officer

MJM/emc



8. SCHEDULE C-1

Name of Project/Contract: PIPE, FITTINGS, VALVES AND ACCESSORIES  
Specification Number: 2312

From: BEST MESSENGER MBE: Yes \_\_\_ No \_\_\_  
(Name of MBE/WBE Firm) WBE: Yes  No \_\_\_

To: Johnson Pipe & Supply Co 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 6-10-04 to 8-1-05 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:

DELIVERY of documents, pipe, valves, f. fittings,  
industrial supplies on an immediate basis via  
their trucks/vehicles

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

PRIME BASED UPON MILEAGE & WEIGHT & TIME  
of day. SERVICES UTILIZED ON A DAILY BASIS  
Terms of payment ARE NET 10 DAYS 45% of Contract 11/23

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.

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

BARBARA KUROWSKI  
Name / Title (Print)

7.5.05  
Date

630-789-3400  
Phone



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Eric J. Griggs  
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>

Tony Adeboyejo, President  
Boye Janitorial Service, Inc.  
6950 South Western Avenue  
Chicago, Illinois 60636  
(773) 434-3800

Re: **4<sup>th</sup> ANNIVERSARY CERTIFICATION**  
 Certification Effective: November 16, 2004  
 Certification Expires: December 1, 2006  
**ANNUAL Affidavit Certificate Expires: December 1, 2005**

Dear Mr. Adeboyejo:

Congratulations on your continued eligibility for certification as an MBE by the City of Chicago. Re-validation of Boye Janitorial Service, Inc.'s certification is required by **December 1, 2005.**

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

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

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

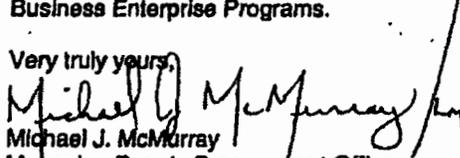
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**General Maintenance; Commercial Janitorial Services;  
Post Construction Clean Up Services**

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

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

Very truly yours,

  
Michael J. McMurray  
Managing Deputy Procurement Officer

MJM/edj

(DBE Host: Metra)



8. SCHEDULE C-1

Name of Project/Contract: PIPE, FITTINGS, VALVES AND ACCESSORIES

Specification Number: 2312

From: Boye Janitorial Service MBE: Yes  No   
(Name of MBE/WBE Firm) WBE: Yes  No

To: Johnson Pipe & Supply 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 11-16-04 to 12-1-05 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:

weekly cleaning of offices and plant

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

Depends upon the job at hand in addition  
to weekly cleaning at offices 16.9% of contract ~~MBE~~  
Payment terms are net 30 days

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

Tony (Boye) Adebayo - President  
Name / Title (Print)

7-7-05  
Date

71 [Redacted]  
Phone

**9. SCHEDULE D-1**

**AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN**

**Contract Name:** PIPE, FITTINGS, VALVES AND ACCESSORIES

**Specification No.:** 2312

State of ILLINOIS

County (City) of Chicago / Cook

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

Johnson Pipe & Supply Co. 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 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.

- \* 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: BEST MESSENGER SERVICE INC  
Address: 671 EXECUTIVE DRIVE  
Contact Person: BARBARA KUROWSKI  
Phone: 630-789-3400  
Dollar Amount Participation: \$ 94,232

Percent Amount of Participation:

4.5

%

Schedule C-1 attached?

Yes  No

B. Name of MBE/WBE:

Boyer Janitorial Service

Address:

PO BOX 49777 / 6950 S Western  
Chgo IL

Contact Person:

Tony Boyer

Phone:

773-434-3800

Dollar Amount Participation:

\$ 353,893

Percent Amount of Participation:

16.9

%

Schedule C-1 attached?

Yes  No

C. Name MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$

Percent Amount of Participation:

%

Schedule C-1 attached?

Yes  No

D. Name of MBE/WBE:

Address:

Contact Person:

Phone: \_\_\_\_\_

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

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

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

E. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

**III. Summary of MBE/WBE Proposal:**

**A. MBE Proposal**

**1. MBE Direct Participation (from Section I.)**

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

**2. MBE Indirect Participation (from Section II.)**

MBE Firm Name	Dollar Amount	Percent
<i>Boye Jantunen</i>	<i>\$353,893</i>	<i>16.9%</i>
_____	\$ _____	_____%
_____	\$ _____	_____%
Total Indirect MBE Participation	<i>\$353,893</i>	<i>16.9</i>

**B. WBE Proposal**

**1. WBE Direct Participation (from Section I.)**

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____%
_____	\$ _____	_____%
_____	\$ _____	_____%

Total Direct WBE Participation \$ \_\_\_\_\_

2. WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
<u>BEST MESSENGER</u>	<u>\$ 94,232</u>	<u>4.5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	<u>\$ 94,232</u>	<u>4.5</u>

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: LANCE MARCO  
Phone Number: 773-927-2427

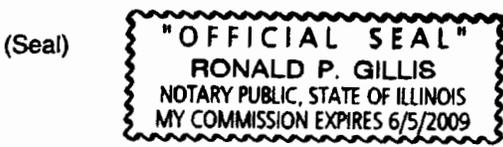
I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

[Signature]

Signature of Affiant (Date)  
State of ILLINOIS  
County of COOK

This instrument was acknowledged before me on July 5, 2005 (date)  
by LANCÉ MARCO (name /s of person/s)  
as PRESIDENT (type of authority, e.g., officer, trustee, etc.)  
of JOHNSON PIPE (name of party on behalf of whom instrument executed)

[Signature]  
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. \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Contract No. \_\_\_\_\_  
 Date of Award: \_\_\_\_\_  
 Utilization Report No. \_\_\_\_\_

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

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

In connection with the above-captioned contract:

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

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

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

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

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

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

Amount Billed to City: \$ \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

## **11. DETAILED SPECIFICATIONS**

### **11.1. SCOPE**

The Contractor must furnish and deliver F.O.B., City of Chicago, Various Departments, Pipe, Fittings, Valves, and Accessories as quoted in the proposed/specified manufacturer's catalog/price list, all in accordance with all the terms and conditions of this specification herein.

### **11.2. TRADE NAMES**

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

Reference to a specific manufacturer, trade name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder 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. DESCRIPTION**

GROUP A: PIPE

GROUP B: VALVES

GROUP C: FITTINGS

GROUP D: ACCESSORIES

### **11.4. 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.



# JOHNSON PIPE & SUPPLY CO.

SERVING INDUSTRY SINCE 1924

999 WEST 37TH STREET • CHICAGO, IL 60609 • PHONE 773-927-2427 • 24 HOUR FAX 773-927-6784

November 9, 2005

Mr. Claude Humphrey  
Director of Purchase Contracting  
City of Chicago  
Department of Procurement Services  
Room 403, City Hall  
121 North LaSalle Street  
Chicago, IL 60602

Dear Mr. Humphrey,

Please allow this letter to confirm that the pricing submitted in July of 05 for specification number 2312, RFQ 824 is still current and will be extended to reflect the start date of November, 2005.

In response to your inquiry concerning group D, line one, the discount quoted is 1.10 of the list price sheet submitted the day of the opening.

I believe this clarifies any outstanding questions we discussed earlier this week and look forward to servicing the City of Chicago with all of their pipe, valve, fitting, and accessories requirements. If you have any further concerns, please do not hesitate to contact me.

Sincerely,

Johnson Pipe and Supply, Co. Inc.  
Lance Marco  
President

0511 11/10/05

ONLY ONE THING TO SELL . . . SERVICE

## CONDITIONS OF SALE

1. Prices and quotations are subject to change without notice. If there should be a price change after partial shipment of an order has been made, the unshipped portion will be invoiced at the price in effect at the time of shipment.
  2. Neither the Seller nor the Manufacturer is liable for delay in delivery due to fires, floods, strikes, work stoppages, accidents, embargoes, delays in transportation, shortages of cars, fuels, materials or labor or requirements of Federal and State laws and regulations, or to any other causes beyond the reasonable control of the Seller or Manufacturer.
  3. All orders are subject to acceptance in writing by an Officer of the Seller.
  4. Claims for shortages or losses in transit must be presented promptly. Consignees must give immediate written notice to the Carrier's Agent at destination and to the Seller.
  5. All products are sold subject to regular mill tolerances and variations. The only warranty that is made by the Seller or the Manufacturer is to replace such goods as proven defective or to allow credit therefor, when such goods are in the hands of the original purchaser and have been properly used for the purpose for which sold; neither the Seller nor the Manufacturer will be subject to any other or further liability and no claims for labor or for consequential damages will be allowed. The Seller shall be notified promptly of any material claimed to be defective and such material shall be held subject to inspection by the Seller.
  6. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or applicable to the sale, purchase, manufacture, processing, transportation, delivery, storage, use or consumption of any of the materials covered hereby shall be for the account of the Buyer.
  7. If Johnson Pipe & Supply Company must hire a lawyer to collect the amount due on invoice, the Buyer must pay the attorney's fee plus any court costs (except when prohibited by law).
  8. No terms or conditions other than those stated herein shall be binding upon Seller unless specific agreement is given by Seller in writing.
  9. \*Ownership of and title to the materials described on this invoice pass to the purchaser upon delivery by Johnson Pipe & Supply Company to a common carrier in Chicago, Illinois.
  10. WE CANNOT ACCEPT ANY MERCHANDISE RETURNED WITHOUT OUR PERMISSION.
  11. A 1-1/2% SERVICE CHARGE WILL BE ADDED TO ALL INVOICES OVER 30 DAYS PAST DUE.
  12. **We hereby certify that the work performed by this invoice was performed in compliance with all requirements of the fair Labor Standards Act, of 1933, as amended.**
-

**RFQ Header Information**

Please Respond By 7/1/05	RFQ Description PIPES, VALVES, FITTINGS AND ACCESSORIES
RFQ Number 824	Special Instructions
Ship To Location 087- PIPE STORG	Your Quote Is Effective as of 7/1/05
For More Information Please Contact LARRY WASHINGTON	RFQ Status Active
312-744-8981	

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

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

**RFQ Header Details**

Contract Type COMMODITIES	Specification 2312
Target Market NO	Procurement Type BID
Advertise Date 6/3/05	Bid Deposit Required NO
WEB BID Edit Rules GROUP	

Compliance Officer

**Compliance Type Description**

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

**CITY OF CHICAGO  
BLANKET PURCHASE ORDER**

**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
	88	9929	2312	436422	A	<del>10/15/05</del>	<del>10/14/10</del>	1

**BUYER:**

29035 ROBERT KELLY 312-742-9473

**ORDERED FROM:**

JOHNSON PIPE & SUPPLY CO  
999 W. 37TH STREET  
CHICAGO, IL 606091583

**PO DESCRIPTION: PIPE, FITTINGS, VALVES AND ACCESSORIES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
1	67098.05	SANYMETAL PLUMBING FIXTURES-MOST CURRENT PRICE LIST	Discount From List	0.00
2	67098.04	PIPE, CONTINOUS BUTTWELD-DISCOUNT FROM CARBON STEEL PRICE LIST DATED 5-01-03 PRICE LIST	Discount From List	0.00
3	67098.08	PIPE, ELECTRIC RESISTANT WELD-DISCOUNT FROM CARBON STEEL PRICE LIST DATED 5-01-03	Discount From List	0.00
4	67098.09	SEAMLESS PIPE & TUBING, CHICAGO CARD CATALOG MOST RECENT	Discount From List	0.00
5	67098.10	COOPER TUBING-DISCOUNT FROM CAMBRIDGE LEE IND. PRICE LIST 68 DATED 7/21/03 OR MOST CURRENT	Discount From List	0.00
6	67098.13	REFRIDGERATION TUBE-DISCOUNT FROM CAMBRIDGE INDUSTRIES INC. PRICE LIST DATED MOST CURRENT	Discount From List	0.00
7	67098.15	PLASTIC PIPE PVC/CPVC-DISCOUNT FROM CAMBRIDGE INDUSTRIES PRICE LIST 68 DATED 7/21/03 OR MOST CURRENT	Discount From List	0.00
8	67098.16	ACTUATORS, VALVES, BEARINGS, REPAIR KITS, FLOWSEAL PRICE LIST DATED 01-01-02 OR MOST CURRENT	Discount From List	0.00
9	67098.17	SOLVENTS, CEMENTS, PRIMERS, COMPOUNDS AND ACCESSORIES FROM OATEY PRICE CATALOG DATED 06/15/2001 OR MOST CURRENT	Discount From List	0.00
10	67098.18	VALVES, BRONZE AND IRON HAMMOND VALVE PRICE SHEET IBI-0203A DATED 02/17/03 OR MOST CURRENT	Discount From List	0.00
11	67098.19	VALVES, CAST STEEL, CRANE DISCOUNT FROM PRICE LIST CSV-02-08 DATED 8-01-02 OR MOST CURRENT	Discount From List	0.00
12	67098.25	VALVES, BRONZE AND IRON, STOCKHAM DISCOUNT FROM PRICE LIST SBIV-03-02 DATED 1-15-03 OR MOST CURRENT	Discount From List	0.00
13	67098.27	VALVES, BALL, HAMMOND VALVE DISCOUNT FROM PRICE LIST BV-0203 DATED 02/17/03 OR MOST CURRENT	Discount From List	0.00
14	67098.28	VALVES BUTTERFLY HAMMOND, VALVE PRICE SHEET BFV-0203A DATE 02/17/03 OR MOST CURRENT	Discount From List	0.00
15	67098.29	VALVES, BUTTERFLY, STOCKHAM-DISCOUNT FROM PRICE LIST BFV-200 DATED 01/04/99 OR MOST CURRENT CATALOG	Discount From List	0.00
16	67098.30	VALVES, RESUN PLUG-DISCOUNT FROM PRICE LIST P96-3 DATED MOST CURRENT ITEM CATALOG	Discount From List	0.00
17	67098.31	VALVES, MCDONALD DISCOUNT FROM PLUMBING PRICE LIST DATED 07/01/02 OR MOST CURRENT CATALOG	Discount From List	0.00
18	67098.32	VALVES, CONBRACO FROM COMMERCIAL PRODUCTS PRICE LIST CPPL9000 DATED 06/01/03 OR MOST CURRENT	Discount From List	0.00
19	67098.33	VALVES, RP & C FORGED STEEL-C- DISCOUNT FROM PRICE LIST RPV99 DATED 06/01/97 OR MOST CURRENT	Discount From List	0.00
20	67098.34	VALVES, HAYWARD PLASTIC AND PROCESS CONTROLS, DISCOUNT FROM PRICE LIST PVC-44-08/19/02 OR MOST CURRENT	Discount From List	0.00

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Original (DPS)  
Reprint

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	88	9929	2312	436422	A	10/15/05	10/14/10	2

**BUYER:**

29035 ROBERT KELLY 312-742-9473

**ORDERED FROM:**

JOHNSON PIPE & SUPPLY CO  
999 W. 37TH STREET  
CHICAGO, IL 606091583

**PO DESCRIPTION: PIPE, FITTINGS, VALVES AND ACCESSORIES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
21	67098.35	WATER SERVICE PRODUCTS, MCDONALD DISCOUNT FROM PRICE LIST DATED 3/10/03 OR MOST CURRENT	Discount From List	0.00
22	67098.36	VALVES, WATSON-MCDANIAL-DISCOUNT FROM PRICE LIST DATED 1/15/02 OR MOST CURRENT	Discount From List	0.00
23	67098.37	VALVES, WATSON-MC DANIAL-DISCOUNT FROM PRICE LIST DATED 09/15/97 OR MOST CURRENT	Discount From List	0.00
24	67098.38	FITTINGS, MALLEABLE IRON DISCOUNT FROM ANVIL PRICE LIST PF-MI 5.01 DATED 05/07/2001 OR MOST CURRENT	Discount From List	0.00
25	67098.40	FITTINGS & FLANGES, CARBON STEEL-DISCOUNT FROM WELDBEND PRICE LIST 6031 OR MOST CURRENT	Discount From List	0.00
26	67098.41	FITTINGS, CENTRAL GROOVE-DISCOUNT FROM PRICE LIST DATED 1/1/98 OR MOST CURRENT	Discount From List	0.00
27	67098.42	FITTINGS AND UNIONS, FORGED STEEL-DISCOUNT FROM CAPITOL PRICE LIST FS-27 REV2 DATED 09/01/00 OR MOST CURRENT	Discount From List	0.00
28	67098.44	FITTINGS, DISCOUNT FROM MUELLER PRICE LIST CF0603 DATED 08/30/03 OR MOST CURRENT	Discount From List	0.00
29	67098.45	FITTINGS, BRASS-DISCOUNT FROM MERIT PRICE LIST BRTF 401 DATED 04-09-02 OR MOST CURRENT	Discount From List	0.00
30	67098.46	FITTINGS, 150# STAINLESS STEEL-DISCOUNT FROM CAMCO PRICE LIST SS-403 DATED 04/07/03 OR MOST CURRENT	Discount From List	0.00
31	67098.47	FITTINGS, VARIOUS DISCOUNT FROM PRICE LIST JOHNSON PIPE MOST CURRENT	Discount From List	0.00
32	67098.48	FITTINGS, STAINLESS STEEL-DISCOUNT FROM SHAW PRICE LIST BW01 2002 DATED NOV. 2002 OR MOST CURRENT	Discount From List	0.00
33	67098.49	FITTINGS, PVC SCH40-DISCOUNT FROM SPEARS PRICE LIST 40-1-0501A DATED 05/28/02 OR MOST CURRENT	Discount From List	0.00
34	67098.50	FITTINGS, PVC SCH80-DISCOUNT FROM SPEARS PRICE LIST 80-1-0501A DATED 05/28/01 OR MOST CURRENT	Discount From List	0.00
35	67098.51	FITTINGS, CPVC SCH80-DISCOUNT FROM SPEARS PRICE LIST 80C-1-0501A DATED 5/28/01 OR MOST CURRENT	Discount From List	0.00
36	67098.54	FITTINGS, STEEL COUPLINGS-DISCOUNT FROM PRICE LIST 060-11 DATED 10/07/02 OR MOST CURRENT	Discount From List	0.00
37	67098.55	FITTINGS, SOIL PIPE-DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2031 DATED 08/02/03 OR MOST CURRENT	Discount From List	0.00
38	67098.62	FITTINGS, ANDERSON DISCOUNT FROM PRICE LIST DATED 2001 OR MOST CURRENT	Discount From List	0.00
39	67098.63	NIPPLES, WELDED-DISCOUNT FROM CAPITOL PRICE LIST WN-902 DATED 11/04/02	Discount From List	0.00
40	67098.65	NIPPLE ASSOTRMENTS, DISCOUNT FROM CAAPITOL PRICE LIST J-902-N DATED 11/01/02	Discount From List	0.00
41	67098.67	NIPPLES, XH WELDED, DISCOUNT FROM CAPITOL PRICE LIST WN-1096 DATED	Discount From List	0.00

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**BUYER:**

29035 ROBERT KELLY 312-742-9473

**ORDERED FROM:**

JOHNSON PIPE & SUPPLY CO  
999 W. 37TH STREET  
CHICAGO, IL 606091583

**PO DESCRIPTION: PIPE, FITTINGS, VALVES AND ACCESSORIES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
42	67098.68	NIPPLES, SEAMLESS DISCOUNT FROM CAPITOL PRICE LIST SMLS-896 DATED	Discount From List	0.00
43	67098.70	NIPPLES, PVC-DISCOUNT FROM SPEARS PRICE LIST NPL-1-0200 DATED 02/28/02 OR MOST CURRENT	Discount From List	0.00
44	67098.73	NIPPLES, STAINLESS STEEL-DISCOUNT FROM CAMCO PRICE LIST SSN-403 DATED 05/05/03	Discount From List	0.00
45	67098.92	ANVIL HANGERS DISCOUNT FROM PRICE LIST PH-500 DATED 05/12/03 OR MOST CURRENT	Discount From List	0.00
46	67098.93	RIDGID TOOLS DISCOUNT FROM PRICE LIST RT-2002 DATED 10/01/02	Discount From List	0.00
47	67098.94	JOINING TOOLS, GASKETS AND LUBRICANTS DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-2E DATED 09/04/02	Discount From List	0.00
48	67098.95	NO-HUB WIDE-BODY COUPLING & ACCESSORIES DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-3 DATED MOST RECENT	Discount From List	0.00
49	67098.96	NO-HUB COUPLINGS AND ACCESSORIES DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-5 DATED MOST RECENT	Discount From List	0.00
50	67098.97	BOLTS, NUTS, WASHERS-DISCOUNT FROM LIST SHEET DATED MOST RECENT	Discount From List	0.00
51	67098.98	GASKETS, COUPLINGS AND VALVES GRUVLOK STANDARD PRODUCTS DISCOUNT FROM ANVIL PRICE LIST GL-4-2003 DATED 04/14/03	Discount From List	0.00
52	67099.01	STRAINERS AND CONTROL VALVES DISCOUNT FROM KECKLEY PRICE LIST 03 DATED 01/01/03	Discount From List	0.00
53	67098.02	COUPLINGS COMPANY DISCOUNT FROM PRICE LIST LP97 DATED MOST RECENT	Discount From List	0.00
54	67099.03	PT-COUPLING-DISCOUNT FROM PRICE LIST DATED 09.01/01	Discount From List	0.00
55	67099.04	GAUGES-DISCOUNT FROM AMETEK PRICE LIST 98-2 SHEET DATED MOST RECENT	Discount From List	0.00
56	67099.05	ACCESSORIES, MODINE-DISCOUNT FROM PRICE LIST SHEETS 75-100-17, 12-700-11, 6-733, 5-757.5, 5-758-3, 3.16-H-03, 1-750.24, 2-712.30, 2-714.14, DATED JULY, 2003	Discount From List	0.00
57	67099.06	CHICAGO FAUCET-DISCOUNT FROM PRICE LIST MTO CATALOG DATED MOST RECENT	Discount From List	0.00
58	67099.07	ACCESSORIES, SLOAN-DISCOUNT FROM PRICE LIST CLP-2002 DATED MOST RECENT	Discount From List	0.00
59	67099.08	ACCESSORIES, SILTEMP-DISCOUNT FROM PRICE SHEET DATED 01/01/03	Discount From List	0.00
60	67098.52	CHICAGO FAUCET DISCOUNT FROM STANDARD CATALOG DATED MOST RECENT	Discount From List	0.00

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City of Chicago  
Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount / Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
2	Catalog Line	67098.04	67098.04	PIPE, CONTINUOUS BUTTWELD-DISCOUNT FROM CARBON STEEL PRICE LIST DATED 5-01-03 PRICE LIST	A	Discount From List	\$ 15000	(N/A)	73	\$ 4,050.00	06/05 JPS/Wheatland	DISCOUNT FROM LIST
3	Catalog Line	67098.08	67098.08	PIPE, ELECTRIC RESISTANT WELD-DISCOUNT FROM CARBON STEEL PRICE LIST DATED 5-01-03	A	Discount From List	\$ 92500	(N/A)	70	\$ 18,750	Chicago CARD 3-1-05	"
4	Catalog Line	67098.09	67098.09	SEAMLESS PIPE & TUBING, CHICAGO CARD CATALOG MOST RECENT	A	Discount From List	\$ 185500	(N/A)	90	\$ 18,550	Chicago CARD 1-15-05	"
5	Catalog Line	67098.10	67098.10	COPPER TUBING-DISCOUNT FROM CAMBRIDGE LEE IND. PRICE LIST 68 DATED 7/21/03 OR MOST CURRENT	A	Discount From List	\$ 94500	(N/A)	55	\$ 525	Cambridge Lee 5/2/05	"
6	Catalog Line	67098.13	67098.13	REFRIGERATION TUBE-DISCOUNT FROM CAMBRIDGE INDUSTRIES INC. PRICE LIST DATED MOST CURRENT	A	Discount From List	\$ 43700	(N/A)	63	\$ 16,169	Cambridge Lee 5/2/05	"
7	Catalog Line	67098.15	67098.15	PLASTIC PIPE PVC/PVC-DISCOUNT FROM CAMBRIDGE INDUSTRIES PRICE LIST 68 DATED 7/21/03 OR MOST CURRENT	A	Discount From List	\$ 107000	(N/A)	80	\$ 21,400	Chicago CARD 3.18.05	"
43	Catalog Line	67098.70	67098.70	NIPPLES, PVC-DISCOUNT FROM SPEARS PRICE LIST NPL-1-0200 DATED 02/28/02 OR MOST CURRENT	A	Discount From List	\$ 145000	(N/A)	90	\$ 14,500	SPEARS NPL-1704 12-6-04	"
Total Group Extended Price										\$ 135,948.00		
Group A												
8	Catalog Line	67098.16	67098.16	ACTUATORS, VALVES, BEARINGS, REPAIR KITS, FLOWSEAL PRICE LIST DATED 01-01-02 OR MOST CURRENT	B	Discount From List	\$ 155000	(N/A)	95	\$ 7,750	Flowseal FSP4-05.3 4-1-05	"
10	Catalog Line	67098.18	67098.18	VALVES, BRONZE AND IRON HAMMOND VALVE PRICE SHEET IBH-0203A DATED 02/17/03 OR MOST CURRENT	B	Discount From List	\$ 360000	(N/A)	90	\$ 36,000	Hammond Bronze Iron 7-1-05	"
11	Catalog Line	67098.19	67098.19	VALVES, CAST STEEL, CRANE-DISCOUNT FROM PRICE LIST CSV-02-08 DATED 8-01-02 OR MOST CURRENT	B	Discount From List	\$ 360000	(N/A)	77	\$ 82,800	CRANE 1-17-05 CSV-05.1	"
12	Catalog Line	67098.25	67098.25	VALVES, BRONZE AND IRON, STOCKHAM DISCOUNT FROM PRICE LIST SBV-03-02 DATED 1-15-03 OR MOST CURRENT	B	Discount From List	\$ 25000	(N/A)	66	\$ 8,500	Stockham Bronze Iron SBV-05.2	"
13	Catalog Line	67098.27	67098.27	VALVES, BALL, HAMMOND VALVE DISCOUNT FROM PRICE LIST BV-0203 DATED 02/17/03 OR MOST CURRENT	B	Discount From List	\$ 30000	(N/A)	70	\$ 9,000	Hammond Ball Vlv BV-0705	"
Total Group Extended Price										\$ 135,948.00		

City of Chicago  
Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
14	Catalog Line	67098.28	67098.28	VALVES, BUTTERFLY, HAMMOND VALVE PRICE SHEET BFV-0203A DATE 02/17/03 OR MOST CURRENT	B	Discount From List	\$ 205000	(N/A)	90	\$ 20,500	Hammond Butterfly BFV 0705	DISCOUNT FROM LIST
15	Catalog Line	67098.29	67098.29	VALVES, BUTTERFLY, STOCKHAM-DISCOUNT FROM PRICE LIST BFV-200 DATED 01/04/99 OR MOST CURRENT CATALOG	B	Discount From List	\$ 94000	(N/A)	70	\$ 10,200	Stockham Butterfly SBFV-05-2	"
16	Catalog Line	67098.30	67098.30	VALVES, RESUN PLUG-DISCOUNT FROM PRICE LIST P98-3 DATED MOST CURRENT ITEM CATALOG	B	Discount From List	\$ 205000	(N/A)	95	\$ 10,250	Resun 1-5-05	"
17	Catalog Line	67098.31	67098.31	VALVES, McDONALD DISCOUNT FROM PLUMBING PRICE LIST DATED 07/01/02 OR MOST CURRENT CATALOG	B	Discount From List	\$ 75000	(N/A)	50	\$ 37,500	AY McDonald 4-12-04	"
18	Catalog Line	67098.32	67098.32	VALVES, CONBRACO FROM COMMERCIAL PRODUCTS PRICE LIST CPPL9000 DATED 08/01/03 OR MOST CURRENT	B	Discount From List	\$ 140000	(N/A)	45	\$ 77,000	CONBRACO 2-7-05 CPTL9000	"
19	Catalog Line	67098.33	67098.33	VALVES, RPAC FORGED STEEL-C-DISCOUNT FROM PRICE LIST RPV98 DATED 08/01/87 OR MOST CURRENT	B	Discount From List	\$ 75000	(N/A)	57	\$ 32,250	RPAC RPC 02-24-05	"
20	Catalog Line	67098.34	67098.34	VALVES, HAYWARD PLASTIC AND PROCESS CONTROLS, DISCOUNT FROM PRICE LIST PVC-44 08-19-02 OR MOST CURRENT	B	Discount From List	\$ 82000	(N/A)	60	\$ 24,800	HAYWARD PVC-44	"
22	Catalog Line	67098.36	67098.36	VALVES, WATSON-MCDANIAL-DISCOUNT FROM PRICE LIST DATED 1/15/02 OR MOST CURRENT	B	Discount From List	\$ 175000	(N/A)	60	\$ 70,000	Watson McDANIAL 2-1-05	"
23	Catalog Line	67098.37	67098.37	VALVES, WATSON-MCDANIAL-DISCOUNT FROM PRICE LIST DATED 09/15/97 OR MOST CURRENT	B	Discount From List	\$ 67000	(N/A)	45	\$ 36,850	Watson McDANIAL 2-1-05	"

Group B Total Group Extended Price \$ 463,400.00

24	Catalog Line	67098.38	67098.38	FITTINGS, MALLEABLE IRON-DISCOUNT FROM ANVIL PRICE LIST PF-MI 5.01 DATED 06/07/2001 OR MOST CURRENT	C	Discount From List	\$ 27500	(N/A)	74	\$ 7,150	Anvil PF-MI 1-05 1-17-05	"
25	Catalog Line	67098.40	67098.40	FITTINGS & FLANGES, CARBON STEEL-DISCOUNT FROM WELDBEND PRICE LIST 6031 OR MOST CURRENT	C	Discount From List	\$ 125000	(N/A)	50	\$ 62,500	Weldbend 705 2-1-05	"
26	Catalog Line	67098.41	67098.41	FITTINGS, CENTRAL GROOVE-DISCOUNT FROM PRICE LIST DATED 1/1/98 OR MOST CURRENT	C	Discount From List	\$ 255000	(N/A)	71	\$ 73,950	Central/Barrett 8-17-04	"

City of Chicago  
Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
27	Catalog Line	67098.42	67098.42	FITTINGS AND UNIONS, FORGED STEEL "DISCOUNT FROM CAPITOL PRICE LIST FS-27 REV2 DATED 08/01/00 OR MOST CURRENT	C	Discount From List	\$ 25000	(N/A)	81	\$ 4,750	Carbon Forged Capitol CW-132-4.50	DISCOUNT From list
28	Catalog Line	67098.44	67098.44	FITTINGS, DISCOUNT FROM MUELLER PRICE LIST CF0803 DATED 08/30/03 OR MOST CURRENT	C	Discount From List	\$ 187500	(N/A)	80	\$ 37,500	Mueller CF0405	
29	Catalog Line	67098.45	67098.45	FITTINGS, BRASS-DISCOUNT FROM MERIT PRICE LIST BRFF 401 DATED 04-09-01 OR MOST CURRENT	C	Discount From List	\$ 230000	(N/A)	95	\$ 11,500	Heart BRFF 404	
30	Catalog Line	67098.46	67098.46	FITTINGS, 150# STAINLESS STEEL-DISCOUNT FROM CAMCO PRICE LIST SS-403 DATED 04/07/03 OR MOST CURRENT	C	Discount From List	\$ 27500	(N/A)	80	\$ 5,500	Camco SS-204	
31	Catalog Line	67098.47	67098.47	FITTINGS, VARIOUS DISCOUNT FROM PRICE LIST JOHNSON PIPE MOST CURRENT	C	Discount From List	\$ 102500	(N/A)	20	\$ 82,000	See Catalog 1116	
32	Catalog Line	67098.48	67098.48	FITTINGS, STAINLESS STEEL-DISCOUNT FROM SHAW PRICE LIST BW01 2002 DATED NOV. 2002 OR MOST CURRENT	C	Discount From List	\$ 180000	(N/A)	86	\$ 25,200	Shaw MC03.00 1-3.05	
33	Catalog Line	67098.49	67098.49	FITTINGS, PVC SCH40-DISCOUNT FROM SPEARS PRICE LIST 40-1-0501A DATED 05/28/01 OR MOST CURRENT	C	Discount From List	\$ 18500	(N/A)	66	\$ 5,610	SPEARS SUL40	
34	Catalog Line	67098.50	67098.50	FITTINGS, PVC SCH80-DISCOUNT FROM SPEARS PRICE LIST 80-1-0501A DATED 05/28/01 OR MOST CURRENT	C	Discount From List	\$ 55000	(N/A)	81	\$ 10,450	SPEARS Sch80	
35	Catalog Line	67098.51	67098.51	FITTINGS, CPVC SCH80-DISCOUNT FROM SPEARS PRICE LIST 80C-1-0501A DATED 5/28/01 OR MOST CURRENT	C	Discount From List	\$ 205000	(N/A)	80	\$ 41,000	SPEARS CPVC80	
36	Catalog Line	67098.54	67098.54	FITTINGS, STEEL COUPLINGS-DISCOUNT FROM PRICE LIST 060-11 DATED 10/07/02 OR MOST CURRENT	C	Discount From List	\$ 175000	(N/A)	66	\$ 59,500	Anvil PC1.05	
37	Catalog Line	67098.55	67098.55	FITTINGS, SOIL PIPE-DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2031 DATED 09/02/03 OR MOST CURRENT	C	Discount From List	\$ 165000	(N/A)	57	\$ 70,950	Tyler LP-DMV-2005.1	
38	Catalog Line	67098.62	67098.62	FITTINGS, ANDERSON DISCOUNT FROM PRICE LIST DATED 2001 OR MOST CURRENT	C	Discount From List	\$ 80000	(N/A)	80	\$ 16,000	Anderson Phil 5.14-04	
39	Catalog Line	67098.63	67098.63	NIPPLES, WELDED-DISCOUNT FROM CAPITOL PRICE LIST WN-802 DATED 11/04/02	C	Discount From List	\$ 80000	(N/A)	66	\$ 27,200	Anvil 7N.1.05W	

City of Chicago  
Catalog RFG - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount %	Extended Price	Catalog # / ID, Date and Mfr	Comments	
40	Catalog Line	67098.65	67098.65	NIPPLE ASSORTMENTS, DISCOUNT FROM CAPITOL PRICE LIST J-902-N DATED 11/01/02	C	Discount From List	\$ 405000	(N/A)	98	\$ 8,100	ANVIL PN-1.05W	DISCOUNT FROM LIST	
41	Catalog Line	67098.67	67098.67	NIPPLES, XH WELDED, DISCOUNT FROM CAPITOL PRICE LIST WN-1098 DATED	C	Discount From List	\$ 30000	(N/A)	67	\$ 9,900	ANVIL PN-1.05W	"	
42	Catalog Line	67098.68	67098.68	NIPPLES, SEAMLESS-DISCOUNT FROM CAPITOL PRICE LIST SMLS-886 DATED	C	Discount From List	\$ 155000	(N/A)	91	\$ 13,950	ANVIL PN-1.05S	"	
44	Catalog Line	67098.73	67098.73	NIPPLES, STAINLESS STEEL-DISCOUNT FROM GAMCO PRICE LIST SSN-403 DATED 05/05/03	C	Discount From List	\$ 100000	(N/A)	93	\$ 7,000	GAMCO SSN-404	"	
53	Catalog Line	67098.02	67098.02	COUPLINGS COMPANY-DISCOUNT FROM PRICE LIST LP97 DATED MOST RECENT	C	Discount From List	\$ 30000	(N/A)	90	\$ 3,000	IMP CORP. 3-1.00	"	
54	Catalog Line	67099.03	67099.03	PT-COUPLING-DISCOUNT FROM PRICE LIST DATED 09/01/01	C	Discount From List	\$ 100000	(N/A)	53	\$ 47,000	PT COUPLING 7-15-21	"	
										<b>Total Group Extended Price</b>	<b>\$ 629,710.00</b>		

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Catalog Line	67098.05	67098.05	SANMETAL PLUMBING FIXTURES-MOST CURRENT PRICE LIST	D	Discount From List	\$ 800	(N/A)	0	\$ 600.00	SANMETAL 4-1.03	DISCOUNT FROM LIST
9	Catalog Line	67098.17	67098.17	SOLVENTS, CEMENTS, PRIMERS, COMPOUNDS AND ACCESSORIES FROM OATEY PRICE CATALOG DATED 06/15/2001 OR MOST CURRENT	D	Discount From List	\$ 105000	(N/A)	25	\$ 78,750	OATEY 7-1.05	"
21	Catalog Line	67098.35	67098.35	WATER SERVICE PRODUCTS, MCDONALD DISCOUNT FROM PRICE LIST DATED 3/10/03 OR MOST CURRENT	D	Discount From List	\$ 131500	(N/A)	47	\$ 69,695	AY McDONALD 3-1.05	"
45	Catalog Line	67098.92	67098.92	ANVIL HANGERS DISCOUNT FROM PRICE LIST PH-500 DATED 05/12/03 OR MOST CURRENT	D	Discount From List	\$ 158200	(N/A)	83	\$ 26,894	ANVIL PH-105	"
46	Catalog Line	67098.93	67098.93	RIDGID TOOLS DISCOUNT FROM PRICE LIST RT-2002 DATED 10/01/02	D	Discount From List	\$ 310000	(N/A)	12	\$ 272,800	RIDGID 305	"
47	Catalog Line	67098.94	67098.94	JOINING TOOLS, GASKETS AND LUBRICANTS DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-2E DATED 09/04/02	D	Discount From List	\$ 180000	(N/A)	95	\$ 9,000	TYLER LP-DMV 2005-1	"
48	Catalog Line	67098.95	67098.95	NO-HUB WIDE-BODY COUPLING & ACCESSORIES DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-3 DATED MOST RECENT	D	Discount From List	\$ 18000	(N/A)	95	\$ 900	TYLER LP-DMV 2005-1	"

City of Chicago  
Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount/ Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
49	Catalog Line	67098.96	67098.96	NO-HUB COUPLINGS AND ACCESSORIES DISCOUNT FROM TYLER PIPE PRICE LIST LP-DMV-2021-5 DATED MOST RECENT	D	Discount From List	\$ 42500	(N/A)	95	\$ 2,125	Tyler LP-DUN-2005	Discount From List
50	Catalog Line	67098.97	67098.97	BOLTS, NUTS, WASHERS-DISCOUNT FROM LIST SHEET DATED MOST RECENT	D	Discount From List	\$ 5800	(N/A)	20	\$ 4,640	Porteous	"
51	Catalog Line	67098.98	67098.98	GASKETS, COUPLINGS AND VALVES GRUVLOK STANDARD PRODUCTS DISCOUNT FROM ANVIL PRICE LIST GL-4-2003 DATED 04/14/03	D	Discount From List	\$ 160000	(N/A)	97	\$ 4,800	Anvil Gervbk GL-4-03	"
52	Catalog Line	67099.01	67099.01	STRAINERS AND CONTROL VALVES, DISCOUNT FROM KECKLEY PRICE LIST 03 DATED 01/01/03	D	Discount From List	\$ 125000	(N/A)	54	\$ 57,500	Keckley 04-STR	"
55	Catalog Line	67099.04	67099.04	GAUGES-DISCOUNT FROM AMIATEK PRICE LIST 96-2 SHEET DATED MOST RECENT	D	Discount From List	\$ 30000	(N/A)	50	\$ 15,000	Ametek 5-10-05	"
56	Catalog Line	67099.05	67099.05	ACCESSORIES, MODINE-DISCOUNT FROM PRICE LIST SHEETS 75-100-17, 12-700-11, 6-773, 5-757.5, 5-758, 3, 16-H-03, 1-750.24, 2-712.30, 2-714, 14 DATED JULY, 2003	D	Discount From List	\$ 275500	(N/A)	47	\$ 146,015	Modine 9-754.7	"
57	Catalog Line	67099.06	67099.06	CHICAGO FAUCET-DISCOUNT FROM PRICE LIST MTO CATALOG Q DATED MOST RECENT	D	Discount From List	\$ 88100	(N/A)	37	\$ 55,503	Chicago Faucet 6-15-04	"
58	Catalog Line	67099.07	67099.07	ACCESSORIES, SLOAN-DISCOUNT FROM PRICE LIST CLP-2002 DATED MOST RECENT	D	Discount From List	\$ 106500	(N/A)	37	\$ 67,095	Sloan CLP-2002	"
59	Catalog Line	67099.08	67099.08	ACCESSORIES, SILTEMP-DISCOUNT FROM PRICE LIST SHEET DATED 01/01/03	D	Discount From List	\$ 107000	(N/A)	97	\$ 3,210	Ametek Siltemp 2-104	"
60	Catalog Line	67098.52	67098.52	CHICAGO FAUCET DISCOUNT FROM STANDARD CATALOG Q DATED MOST RECENT	D	Discount From List	\$ 80000	(N/A)	37	\$ 50,400	Chgo Faucet 6-15-04	"

Group D  
Total Group Extended Price ~~\$ 864,987.00~~ 864,927.00 CH  
Total Price ~~\$ 2,094,044~~ 2,093,981.00 CH



**17. 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: \$ 2,093,981.00 D.U.R., \_\_\_\_\_

Fund Chargeable: [REDACTED] (Various) \_\_\_\_\_

Approved as to form and legality:

N O T R E Q U I R E

Assistant Corporation Counsel

*acting* Stephen C. Hughes  
City Comptroller

Barbara Simpson  
Chief Procurement Officer

Richard M. Daley  
Mayor

Contract Awarded and Released on this 23 day of Dec, 2005

**17. 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.

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Approved as to form and legality:

N O T R E Q U I R E

Assistant Corporation Counsel

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

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

\_\_\_\_\_  
Mayor

Contract Awarded and Released on this \_\_\_\_ day of \_\_\_\_\_, 2005

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JS  
MARCO-1

DATE (MM/DD/YYYY)  
07/05/05

**PRODUCER**  
Dann Brothers, Inc.  
1500 S. Lakeside Drive  
Bannockburn IL 60015  
Phone: 847-444-1060 Fax: 847-444-1065

**INSURED**  
Johnson Pipe & Supply  
999 W. 37th Street  
Chicago IL 60609

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Fireman's Fund Insurance Co.	
INSURER B	
INSURER C	
INSURER D	
INSURER E	

## COVERAGES

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

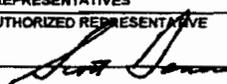
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Empl Benefit Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MZX80833891	10/01/04	10/01/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MZX80833891	10/01/04	10/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$								
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	XYM86286119	10/01/04	10/01/05	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$								
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCZ80925634	10/01/04	10/01/05	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$ 500000</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$ 500000</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E L EACH ACCIDENT	\$ 500000	E L DISEASE - EA EMPLOYEE	\$ 500000	E L DISEASE - POLICY LIMIT	\$ 500000
WC STATUTORY LIMITS	OTHER													
E L EACH ACCIDENT	\$ 500000													
E L DISEASE - EA EMPLOYEE	\$ 500000													
E L DISEASE - POLICY LIMIT	\$ 500000													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder is Additional Insured as their interest may appear.

## CERTIFICATE HOLDER

CITY025  
 City of Chicago  
 Procurement Department  
 121 N. LaSalle St., #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  




## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Sections 6, 7, 8: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN**

**Section 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: CHICAGO UNITED INDUSTRIES LTD  
Address: 53 W. JACKSON BLVD SUITE 1450, CHGO IL  
E-mail: \_\_\_\_\_  
Contact Person: GEORGE LOERA Phone: 312-786-1471  
Dollar Amount Participation: \$ 9,320.00  
Percent Amount of Participation: 8 %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No X  
\*Letter of Certification attached? Yes \_\_\_\_\_ No X

MBE/WBE Firm: TULSA POWER SERVICE  
Address: 3968 South Ashland, Chicago, IL 60609  
E-mail: JANET.DAUPARAS@TULSAPOWERSERVICE.COM  
Contact Person: JANET DAUPARAS Phone: 773-254-6236  
Dollar Amount Participation: \$ 9,320.00  
Percent Amount of Participation: 8 %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No X  
\*Letter of Certification attached? Yes \_\_\_\_\_ No X

Attach additional sheets as needed.

\*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.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Boye Janitorial Service Certifying Agency: City of Chicago  
Address: 9415 S Western Ave Certification Expiration Date: 5/9/12  
City/State: Chicago Zip: 60643 FEIN #: \_\_\_\_\_  
Phone: 773-779-3800 Fax: 773-779-3801 Contact Person: Tony Adeboyejo  
Email: Tony.boyejanitorialservice@yahoo.com Contract #: 12-90-080

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

JANITORIAL SERVICES  
\_\_\_\_\_  
\_\_\_\_\_

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

8% Net 30  
\_\_\_\_\_

(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]  
Signature (M/WBE)  
Tony (BOYE) ADEBOYEJO  
Print Name  
BOYE JANITORIAL  
Firm Name  
6/26/2012  
Date

[Signature]  
Signature (Prime Bidder/Proposer)  
LANCE MARCO  
Print Name  
Johnson Pipe & Supply Co Inc  
Firm Name  
6/26/12  
Date

Subscribed and sworn before me

this 26 day of JUNE, 20 12.

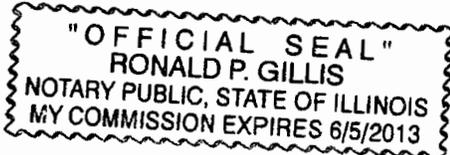
Notary Public [Signature]

Subscribed and sworn before me

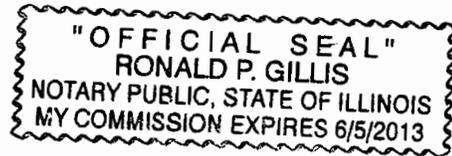
this 26 day of JUNE, 20 12.

Notary Public [Signature]

SEAL



SEAL





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**JUN 01 2012**

Tony Adeboyejo  
Boye Janitorial Service, Inc.  
9415 S. Western Ave  
Suite B  
Chicago, IL 60643

**Annual Certificate Expires: June 1, 2013**

Dear Tony Adeboyejo:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **4/1/2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly*

JUN 01 2012

Boye Janitorial Service, Inc.

Page 2

*obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

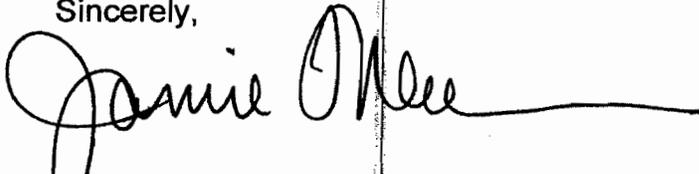
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**COMMERCIAL JANITORIAL SERVICES; POST CONSTRUCTION CLEAN UP SERVICES**

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

Thank you for your continued participation in the City's Certification and Compliance Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Rhee", with a long horizontal flourish extending to the right.

Jamie L. Rhee  
Chief Procurement Officer

FH

LETTER OF INTENT (SECTION 2)

MWBE Firm: Tulsa Power Service Contract #: 12-90-080  
Address: 3968 South Ashland City/State/ Zip: Chicago, IL 60607  
Contact Person: JANET DAUPARAS Phone: 773-254-6336 Fax: \_\_\_\_\_  
Certification Expiration Date: Dec 30, 2016 Race/Gender: FEMALE  
Email: JANET.DAUPARAS@tulspowerservice.com

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

FUEL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

8% Net 15 days  
\_\_\_\_\_  
\_\_\_\_\_

(If more space is needed to fully describe MWBE 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.

Janet Dauparas President \_\_\_\_\_  
Signature (MWBE) Signature (Prime Bidder/Proposer)

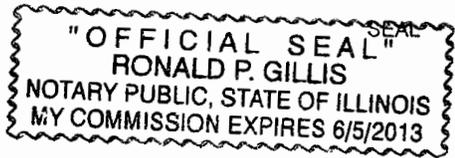
Janet Dauparas \_\_\_\_\_  
Print Name Print Name

Tulsa Power Service Inc \_\_\_\_\_  
Firm Name Firm Name

6-13-2012 \_\_\_\_\_  
Date Date

Subscribed and sworn before me this 12th day of JUNE, 20 12.

Notary Public [Signature]





CITY OF CHICAGO  
OFFICE OF COMPLIANCE

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December 27, 2011

Janet Dauparas  
Tulsa Power, Inc.  
3968 S. Ashland Ave.  
Chicago, IL 60609

**Annual Certificate Expires: December 30, 2012**

Dear Janet Dauparas:

We are pleased to inform you Tulsa Power, Inc., Inc. has been re-certified as a Women Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until **December 30, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days** prior to the date of expiration.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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**Tulsa Power, Inc.**

Page 2

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

**NAICS CODE: 324191 Motor oils, petroleum, made from refined petroleum**

**NAICS CODE: 447190 Service stations, gasoline**

**NAICS CODE: 447190 Truck stops**

**NAICS CODE: 454312 Liquefied petroleum gas (LPG) dealers, direct selling**

**NIGP CODE: 40503 Butane and Propane**

**NIGP CODE: 40509 Fuel Oil, Diesel**

**NIGP CODE: 40512 Fuel Oil, Heating**

**NIGP CODE: 40513 Gases, Natural**

**NIGP CODE: 40515 Gasolines, Automotive**

**NIGP CODE: 40532 Methanols (Fuel)**

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

Thank you for your continued interest in the City's Women Business Enterprise (WBE) Program.

Sincerely,

Michael Chambers  
Senior Compliance Officer  
CITY OF CHICAGO  
City Hall

TA

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

#### CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

#### C. DRUG FREE WORKPLACE ACT

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*)

**F. ILLINOIS HUMAN RIGHTS ACT**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?  
Yes:   X   No: \_\_\_\_\_

b) If yes, list business addresses within Cook County:  
  999 W 37<sup>th</sup> ST    
  Chgo, IL 60609  

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes:   X   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 and complete the following, based upon the definitions and other information included in such Affidavit:

\_\_\_\_\_ Applicant has no "Substantial Owner."

OR:

  X   The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**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): 17-32-411-009-0000

17-32-411-010-0000

17-32-411-011-0000

(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:

NA

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 AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

### Privilege Information:

County Privilege: Purchasing

County Department: FACILITIES

### Applicant Information:

Last name: MAHED

First Name: LANCE

MI: B

SS# (Last Four Digits): 5 2 7 4

Street Address: 5302 N LAKEWOOD

City: CHICAGO

State: IL

Zip: 60640

Home Phone: (773) 275-1685

Drivers License No: M62052261160

### Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order:
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature]

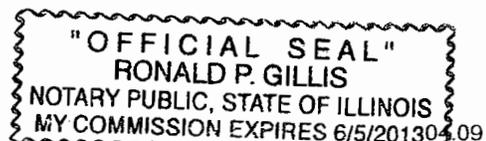
Date: 6/26/12

Subscribed and sworn to before me this 26 day of JUNE, 20 12

X [Signature]

Notary Public Signature

Notary Seal



# 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 [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

**Identifying Information:**

Name \_\_\_\_\_ D/B/A: Johnson Pipe Supply EIN NO.: 36-3732781

Street Address: 999 West 37th Street

City: Chicago State: IL Zip Code: 60609

Phone No.: 773-927-2427

**Form of Legal Entity:**

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
LANCE MARCO	5302 N LAKEWOOD, CHICAGO	85
LISA KOUBA	5143 FAIR ELMS WESTERN SPRINGS IL	
LESLIE BOTTA	18106 WHITMAN, LAUNING IL	4

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- [ ] I state under oath 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.

LANCE MARCO  
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
 Signature

lmarco@phinsonp,pc.com  
 E-mail address

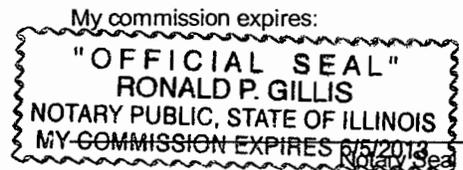
PRESIDENT  
 Title

6/26/12  
 Date

773.927.2427  
 Phone Number

Subscribed to and sworn before me this 26 day of JUNE, 2012.

X [Signature]  
 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](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      | ▪ Stepsister   |
| ▪ 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: LANCE MARCO Title: PRESIDENT

Business Entity Name: Johnson Pipe & Supply Phone: 773-716-9730

Business Entity Address: 999 W 37th Chgo IL 60609

\_\_\_\_\_ 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. <u>None</u>	_____	_____
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] \_\_\_\_\_ Date 7/2/12

Subscribe and sworn before me this 2<sup>nd</sup> Day of July, 2012

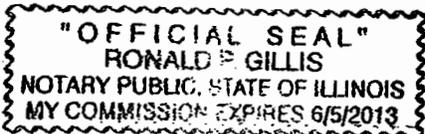
a Notary Public in and for Cook County

[Signature]  
(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires 6-5-2013

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 SOLE PROPRIETOR**  
**(SECTION 6)**

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 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires:

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

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

7 2/15

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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

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

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

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

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

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

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

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

\_\_\_\_\_  
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent 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: Johnson Pipe & Supply Co Inc  
BUSINESS ADDRESS: 999 West 37th Chicago IL 60609

BUSINESS TELEPHONE: 773-927-2427 FAX NUMBER: 773-927-6784  
CONTACT PERSON: LANCE MARCO  
FEIN: 36-3732781 \*IL CORPORATE FILE NUMBER: D56155198

LIST THE FOLLOWING CORPORATE OFFICERS:

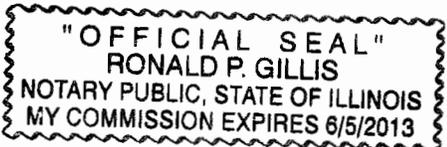
PRESIDENT: LANCE MARCO VICE PRESIDENT: \_\_\_\_\_  
SECRETARY: LISA MARCO KUBA TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
29 day of May, 2012

X [Signature]  
Notary Public Signature

My commission expires: \_\_\_\_\_  
  
Notary Seal

- \* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*Joni Proctor*

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes*

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF July, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-90-080

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_  
\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 116,435  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

Client#: 73729

MARCSUP

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/02/2012

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

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

<b>PRODUCER</b> <b>Heck Team</b> <b>Mesirow Insurance Services, Inc.</b> <b>1500 S. Lakeside Drive</b> <b>Bannockburn, IL 60015</b>	<b>CONTACT NAME:</b> Peter Heck <b>PHONE (A/C, No, Ext):</b> 847 444-1060 <b>E-MAIL ADDRESS:</b> pheck@mesirowfinancial.com <b>FAX (A/C, No):</b> 847 444-2709
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Surety Corporation <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Johnson Pipe &amp; Supply Company, Inc.</b> <b>999 W. 37th Street</b> <b>Chicago, IL 60609</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input checked="" type="checkbox"/> <b>LOC</b>		MZX80934778	11/01/2011	11/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>		MZX80934778	11/01/2011	11/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$0</b>		XAU57644486	11/01/2011	11/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WZC80997340	11/01/2011	11/01/2012	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

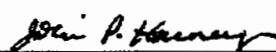
RE: Pipes, Fittings, Valves and Accessories for Facilities Management 12-90-080

Cook County, its officials, employees and agents shall be named as Additional Insured on a Primary and Non Contributory basis, as required by written contract or agreement, with respect to General Liability. Waiver of subrogation on all policies applies.

30 Days Notice of Cancellation Required.

## CERTIFICATE HOLDER

## CANCELLATION

<b>County of Cook</b> <b>Office of Purchasing Agent</b> <b>118 North Clark Street</b> <b>Chicago, IL 60602</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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