

**PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO: 13-30-12606**

**for**

**ARCHITECTURAL METAL CLEANING SERVICES**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
Department of Facilities Management**

**AND**

**Metal Maintenance, Inc.  
(Based on City of Chicago Contract No. 21878)**

**PROFESSIONAL SERVICES AGREEMENT**

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Signature Pages  
Economic Disclosure Statement (Including MBE/WBE participation plan)

**List of Exhibits**

- Exhibit 1 County Statement of Work & Price Proposal
- Exhibit 2 City of Chicago Contract (Contract No. 21878)
- Exhibit 3 General Conditions
- Exhibit 4 Evidence of Insurance

**AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Metal Maintenance, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor," pursuant to authorization by the Chief Procurement Officer on the 4<sup>th</sup> day of April, 2013.

**BACKGROUND**

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

**Whereas**, the City of Chicago ("the City") solicited a formal Request for Qualifications process for Architectural Metal Cleaning Services and the Contractor was identified as the qualified and best value provider for the services; and

**Whereas**, the City of Chicago ("the City") entered into a contract on July 12, 2010 for the provision of services by the Contractor for the City relative to Architectural Metal Cleaning Services ("the City Contract"); and

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

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

**Whereas**, the County, through the Department of Facilities Management, desires certain similar services of the Contractor; and

**Whereas**, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

**Whereas**, the Contractor agrees to provide to the County Architectural Metal Cleaning Services, incorporated as Exhibit 1, County Statement of Work & Price Proposal; and

**Whereas**, the Contractor warrants that it is ready, willing and able to perform these services set

forth in Exhibit 1, County Statement of Work & Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 1, County Statement of Work & Price Proposal, and incorporated herein by reference; and

**Whereas**, this Contract shall be effective after proper execution of the contract documents by the County through July 11, 2013; and

**Whereas**, Payment shall be as follows:

In no case shall such charges exceed the amount of \$16,940.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

**Whereas**, the County and the Contractor agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 2, City of Chicago Contract (Contract No. 21878), all as may be applicable to the County; and

**Whereas**, the County General Conditions are incorporated and attached by reference as Exhibit 3, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 3 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

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

**INCORPORATION OF BACKGROUND INFORMATION**

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

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**Incorporation of Exhibits**

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

- Exhibit 1 County Statement of Work & Price Proposal
- Exhibit 2 City of Chicago Contract (Contract No. 21878)
- Exhibit 3 General Conditions
- Exhibit 4 Evidence of Insurance

EXHIBIT 1

**County Statement of Work & Price Proposal**

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**County Statement of Work & Price Proposal**

Metal Maintenance, Inc. to provide Architectural Metal Cleaning Services to the Department of Facilities Management per the enclosed price proposal. The Work Site location where the work is to be performed by the Contractor is 118 N. Clark, Chicago, Illinois 60602.

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The total not to exceed value of this contract is \$16,940.00.

March 21, 2013

Bid No. 5252.Revised



METAL MAINTENANCE

723 NORTH DGDEN AVENUE

CHICAGO ILLINOIS 60622

312 432 9700 V | 312 432 9790 F

WWW.METAL-MAINTENANCE.COM

Mr. Richard Bono  
Supervisor of Mechanics  
Department of Facilities Management  
118 North Clark Street  
County Building-Room 1044  
Chicago, IL 60602

Dear Richard:

Per your request, we have made an inspection of the above referenced property and are pleased to submit the following proposal. We propose to furnish the necessary supervision, labor, equipment and materials to complete the below listed work.

#### SCOPE OF WORK

- 1) Six (6) sets of double elevator entrance bays, each consisting of two (2) elevator entrances with center opening doors, frame and header (excluding ornamental trim).
  - Line Item: 45
  - Item: 9105320300
  - Description: Architectural metal cleaning and refinishing service – clean and lacquer, 1 story and under, interior, straight time hourly rate
  - UOM: Hour
  - Unit Cost: \$55.00
  - Units: 112
  - \$6,160.00 //
  
- 2) Two (2) sets of entrance bays, each consisting of one (1) elevator with single return door with bucks and frame, and one (1) panel door (excluding ornamental trim).
  - Line Item: 45
  - Item: 9105320300
  - Description: Architectural metal cleaning and refinishing service – clean and lacquer, 1 story and under, interior, straight time hourly rate
  - UOM: Hour
  - Unit Cost: \$55.00
  - Units: 36
  - \$1,980.00

Department of Facilities Management  
118 North Clark Street  
County Building-Room 1044  
Chicago, IL 60602

Bid No. 5252.Revised  
Page 2 of 2

- 3) Front facing of eight (8) light covers located above each entrance bay and two (2) call button plates.
- Line Item: 45
  - Item: 9105320300
  - Description: Architectural metal cleaning and refinishing service – clean and lacquer, 1 story and under, interior, straight time hourly rate
  - UOM: Hour
  - Unit Cost: \$55.00
  - Units: 18
  - \$990.00
- 4) Interior of twelve (12) bronze passenger elevators, each consisting of two (2) control/return panels, double return doors, threshold and three (3) handrails with back plate.
- Line Item: 45
  - Item: 9105320300
  - Description: Architectural metal cleaning and refinishing service – clean and lacquer, 1 story and under, interior, straight time hourly rate
  - UOM: Hour
  - Unit Cost: \$55.00
  - Units: 142
  - \$7,810.00

TOTAL CONTRACT AMOUNT @ \$16,940.00

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This proposal is valid for thirty (30) days.  
Payment schedule – net 30 days upon receipt of invoice.

CONTRACT NO: 13-30-12606

EXHIBIT 2

**City of Chicago Contract (Contract No. 21878)**

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## Contract Summary Sheet

**Contract (PO) Number:** 21878

**Specification Number:** 49093A

**Name of Contractor:** METAL MAINTENANCE

**City Department:** DEPT OF GENERAL SERVICES

**Title of Contract:** ARCHITECTURAL METAL CLEANING SERVICES

**Term of Contract: Start Date:** 7/12/2010

**End Date:** 7/11/2013

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$392,280.00

**Brief Description of Work:** ARCHITECTURAL METAL CLEANING SERVICES

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

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

**Vendor Number:** 50699021

**Submission Date:**

7.20.10

**METAL MAINTENANCE  
INC.**

Vendor No.: 50699021

Purchase Order No.: 21878

SPECIFICATION NO.: 49093A

RFQ NO.: 3148

**ACCEPTED**

ARCHITECTURAL METAL CLEANING SERVICES

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

STARTING: July 12, 2010

THROUGH: July 11, 2013

REQUIRED FOR USE BY CITY OF CHICAGO



**TERM AGREEMENT  
DEPENDS UPON REQUIREMENT**

DEPARTMENT OF GENERAL SERVICES

Fund Number: 09-100-38-2105-0125-0125 (VARIOUS)

Bid Fee: Not Required, Drawings: None  
Performance Bond: Not Required

Information: Theresa McDonnell, Head Purchase Contract Administrator  
Phone: 312-744-4919, e-mail: [tmcdonnell@cityofchicago.org](mailto:tmcdonnell@cityofchicago.org)

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

Bids must be sealed, delivered and received in the City of Chicago, Department of Procurement Services,  
Bid and Bond Room, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illinois 60602,  
**NO LATER than 11:00 a.m., Chicago Time on TUESDAY, MAY 5, 2009.**  
Bids will be read publicly.

Bid packages must be completed and returned in its entirety.

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

Bids must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "ARCHITECTURAL METAL CLEANING SERVICES", the specification number "49093A" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Richard M. Daley  
Mayor

Montel M. Gayles  
Chief Procurement Officer

# LEGAL ADVERTISEMENT NOTICE



**LEGAL ADVERTISEMENT  
WEDNESDAY, APRIL 8, 2009  
CITY OF CHICAGO  
DEPARTMENT OF  
PROCUREMENT SERVICES**

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

**DESCRIPTION:** ARCHITECTURAL METAL CLEANING SERVICE  
**SPECIFICATION NO.:** 49083A **RFQ NUMBER:** 3149  
**BID/PROPOSAL OPENING DATE:** TUESDAY, MAY 8, 2009  
**TIME:** 11:00 A.M.  
**CONTACT:** Theresa McDonnell Phone: 312-744-4919  
E-mail: [tmcdonnell@cityofchicago.org](mailto:tmcdonnell@cityofchicago.org)

**NOTICE OF BID/PROPOSAL ADDENDUM FOR:**

**DESCRIPTION:** DISPOSAL AND REPROCESSABLE MATERIAL SITES FOR CONSTRUCTION AND DEMOLITION DEBRIS AND PURCHASE OF AGGREGATES

**SPECIFICATION NO.:** 04580A **RFQ NUMBER:** 3132  
Addendum #1 has been issued to all companies listed on the specification take-out sheet.

Addendum #1 is available from the Bid & Bond Room, Room 301, City Hall or downloadable at the City of Chicago's website:

<http://www.cityofchicago.org/procurement>  
**ORIGINAL AD DATE:** FRIDAY, MARCH 27, 2009  
**BID/PROPOSAL OPENING DATE:** THURSDAY, APRIL 23, 2009  
**TIME:** 11:00 A.M.

**CONTACT:** Theresa McDonnell Phone: 312-744-4919

E-mail: [tmcdonnell@cityofchicago.org](mailto:tmcdonnell@cityofchicago.org)

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

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

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-8773.

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

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

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

**RICHARD M. DALEY**  
MAYOR

**MONTEL H. GAYLES**  
CHIEF PROCUREMENT OFFICER

A COMPLETE LIST OF BID OPENINGS CAN BE  
FOUND ON THE INTERNET

<<http://www.cityofchicago.org/purchasing/>>

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## 1. DEFINITIONS

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

<b>"Attachments"</b>	means all exhibits attached hereto and/or incorporated by reference herein;
<b>"Business Day"</b>	means business days (Monday through Saturday, excluding Sunday or legal holidays) in accordance with the City of Chicago business calendar;
<b>"Calendar Day"</b>	means calendar days (Sunday through Saturday, excluding legal holidays) in accordance with the world-wide accepted calendar;
<b>"Chief Procurement Officer"</b>	refers to the Chief Executive of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
<b>"City"</b>	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
<b>"Commissioner"</b>	refers to the Chief Executive of the Department of General Services, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
<b>"Contact Person"</b>	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
<b>"Contract"</b>	means this contract for Architectural Metal Cleaning Services, 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 herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
<b>"Deliverables"</b>	means any Architectural Metal Cleaning Services, documents, reports, information, etc. to be provided by the Contractor to the City;
<b>"Delivery Location"</b>	refers to the location where the product or service is to be provided by the Contractor;
<b>"Department"</b>	means the Department of Department of General Services, City of Chicago;

<b>"Downloadable Document"</b>	refers to the solicitation requirement(s) that are downloaded from the City of Chicago's website;
<b>"E.P.A."</b>	refers to the Environmental Protection Agency of the United States which is responsible for enforcing federal environmental regulations such as the National Environmental Policy Act, Clean Air Act and Clean Water Act;
<b>"Force Majeure Event"</b>	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);
<b>"Hazardous Materials"</b>	means asbestos and asbestos-containing materials; polychlorinated biphenyls (PCBs); oil or any other petroleum products; natural gas; source material, special nuclear materials and by-products regulated under the Atomic Energy Act (42 U.S.C. Sec.2011, <u>et seq.</u> ); pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Sec. 136, <u>et seq.</u> ) And any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste", or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 1801, <u>et seq.</u> ), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901 <u>et seq.</u> ), the Toxic Substance Control Act (15 U.S.C. Sec. 2601 <u>et seq.</u> ), the Illinois Environmental Protection Act (415 ILCS 5/1 <u>et seq.</u> ), and any rules or regulations promulgated pursuant to such statutes or any other applicable Federal or State statute, rule, or regulation or local law, ordinance, rule or regulation, as amended in each case;
<b>"Holidays"</b>	means the following days in accordance with the City of Chicago; New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;
<b>"O.S.H.A."</b>	refers to the Occupational Safety and Health Administration of the United States Department of Labor;
<b>"Proposal"</b>	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
<b>"Reporting Formats"</b>	means the appearance in which a report is submitted by the Contractor to the City;
<b>"Services"</b>	means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;

**"Subcontractor"**

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

**"Work Site"**

refers to the location where the work is to be performed by the Contractor.

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

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

## **2. GENERAL CONDITIONS**

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

### **2.1. DOWNLOADABLE DOCUMENTS**

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

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

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

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

### **2.2. EXAMINATION BY BIDDER**

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

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

### **2.3. PREPARATION OF PROPOSAL**

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

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

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

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

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

## **2.4. SUBMISSION OF PROPOSALS**

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

Where proposals are sent by mail to the DEPARTMENT OF PROCUREMENT SERVICES, the bidders will be responsible for their delivery to the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

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

## **2.5. WITHDRAWAL OF PROPOSALS**

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

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

## **2.6. COMPETENCY OF BIDDER**

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

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

## **2.7. CONSIDERATION OF PROPOSALS**

The Chief Procurement Officer will represent and act for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in the Chief Procurement Officer's 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 FROM HERE~~ by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

## **2.8. ACCEPTANCE OF PROPOSALS**

The Chief Procurement Officer will accept in writing one 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.

## **2.9. FEES FOR SUBMISSION OF BIDS**

Section 2-92-416 of the Municipal Code of the City of Chicago requires, for each competitively bid Contract and each request for proposals where the estimated dollar value of the Contract, as determined by the Chief Procurement Officer, exceeds (\$10,000,000.00), that each Bidder or Proposer submit with its bid or proposal a non-refundable "submittal fee" in the amount of (\$900.00). The submittal fee must be submitted no later than the date and time on which the bid or proposal is due. The submittal fee must be in the form of a certified check, cashier's check or money order. The Chief Procurement Officer has determined the value of the Contract for the Work to be in excess of (\$10,000,000.00). As a result, each bidder Proposer must submit the submittal fee with its bid or proposal.

## **2.10. BID DEPOSIT**

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

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

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

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

## **2.11. RETURN OF BID DEPOSIT**

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

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

## **2.12. PERFORMANCE BOND**

When required by the Chief Procurement Officer the successful bidder or bidders must, within ten (10) calendar days of receipt of notice from the City, furnish a yearly re-newable Performance Bond in the full amount of ten percent (10%) of the awarded contract value on Form P.W.O. 62, a specimen of which is bound herein.

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

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

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

## **2.13. FAILURE TO FURNISH BOND**

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

## **2.14. INTERPRETATION OF CONTRACT DOCUMENTS**

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

## **2.15. TAXES**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

## 2.16. CONTRACTOR'S FINANCIAL STATEMENT

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

## 2.17. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

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

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

## 2.18. NOTICES

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

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

## 2.19. NON-DISCRIMINATION

### A. Federal Requirements

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec.

Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

**B. State Requirements**

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

**C. City Requirements**

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

**2.20. 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 Councils 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*, 148 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

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

## **2.21. EMPLOYMENT**

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

## **2.22. SAFETY AND LOSS CONTROL**

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

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

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

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

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

## 2.23. LIVING WAGE ORDINANCE

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
1. if the Contractor has twenty-five (25) or more full-time employees, and
  2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
  3. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. As of July 1, 2009, the Base Wage is \$10.60 per hour. Each July 1st, thereafter the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under
- F. 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.

## 2.24. PREVAILING WAGE RATES

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

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

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

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such Contract. The term general prevailing hourly rate, when used in this Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employee engaged in work of a similar character on public works. A copy of the current Illinois Department of Labor Prevailing Wage Rates for Cook County is attached as Attachment A.

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

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

## **2.25. PAYMENT TO CONTRACTOR**

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

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

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

Whenever the Chief Procurement Officer notifies the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor

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

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

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

## **2.26. COOPERATION BETWEEN CONTRACTORS**

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

Each Contractor involved must assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same improvement. Each Contractor must assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

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

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

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

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

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

## **2.28. SUBCONTRACTORS**

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

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

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

## **2.29. SUBCONTRACTORS WITH DISABILITIES**

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

## **2.30. SUBCONTRACTOR PAYMENTS**

Contractor must submit a status report of Subcontractor payments with each invoice for the life of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [http://eqgov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance.pdf](http://eqgov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf).

The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

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

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

## **2.31. 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.

## **2.32. MATERIALS INSPECTION AND RESPONSIBILITY**

The City, by its engineering agencies, will have a right to inspect any material to be used in carrying out this contract.

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

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

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

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

### **2.33. CASH BILLING TERMS**

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

### **2.34. SUPERVISION**

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

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

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

### **2.36. PERMITS**

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

### **2.37. 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 attorneys fees.

### **2.38. TIME AND PROGRESS**

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

Unless otherwise provided in Special Conditions, the Contractor must submit to the Commissioner for approval, within five (5) calendar days after the effective date of this contract, a TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE.

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

### **2.39. PROVISIONS RELATIVE TO DELAY**

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

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

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

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

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

### **2.40. PRICE REDUCTION**

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar

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

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

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

Where one 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.

#### **2.41. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1**

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

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

## 2.42. CONFLICTS OF INTEREST

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

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

hereunder. The Contractor further covenants that in its performance of the contract no person having any such interest shall be employed.

#### **2.43. 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.

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

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

#### **2.45. 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.

#### **2.46. 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.

#### **2.47. 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.

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

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

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

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

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

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

#### **2.49. 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.

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

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

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

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

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

## **2.51. 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 bidders 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 (DOT) except to the extent Congress has directed that the Department of Transportation (DOT) 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 (DOT).

## **2.52. 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.

### **2.53. 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.

### **2.54. 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.

## **2.55. 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.

## **2.56. COMPLIANCE WITH ENVIRONMENTAL LAWS**

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

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

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

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

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

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

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

By entering into this Contract, Contractor acknowledges and agrees that if Contractor fails to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this contract. By entering into this Contract, Contractor further acknowledges and agrees that such termination may adversely affect Contractor's eligibility for future contract awards.

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

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

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

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

**C. Releases and Threatened Releases**

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

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

**D. Environmental Permits and Other Environmental Records and Reports.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**F. Equipment and Environmental Control During Transport**

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

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

**G. Environmental Control**

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

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must employ all reasonable measures to reduce the noise of heavy construction equipment and to control and minimize any dust, smoke, and fumes from construction equipment and other operations on the Work site and any dirt and noise created by heavy truck operations over City streets.

**H. Environmental Protection**

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

Some, but not all, of the major federal Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same, are: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; Toxic Substances Control Act, as amended, 15 USC §§2601 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. Contractor and Subcontractors must also comply with, inter alia, Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. **Air Quality.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. This includes, but is not limited to, compliance with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
2. **Clean Water.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
3. **List of Violating Facilities.** Contractor acknowledges and agrees that any facility of any kind to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and as part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment if Contractor or any Subcontractor receives any communication from the U.S. EPA that any such facility is under consideration for inclusion on the List.

**Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Work, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40

CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

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

## **2.57. SEVERABILITY**

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

## **2.58. FORCE MAJEURE EVENT**

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

## **2.59. FALSE STATEMENTS**

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

## **2.60. DEFAULT**

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or will neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or will discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or will make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Chief Procurement Officer will give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of ten (10) calendar days after such notice, will not proceed in accordance therewith, then the Chief Procurement Officer acting for and on behalf of the City will, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the Chief Procurement Officer at his option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete

the work by or on its own force account, or may enter into a new contract for the completion of the work, by or on its own force account, or may enter in a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner will be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor will be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense will exceed the sum which would have been payable under this contract, the Contractor and the surety will be liable and shall pay to the City the amount of such excess.

## **2.61. DISPUTES**

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

### **3. SPECIAL CONDITIONS**

#### **3.1. DOWNLOADABLE DOCUMENTS**

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

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

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

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

#### **3.2. QUANTITIES**

Any quantities shown herein are estimated quantities for the initial thirty-six (36) month contract period. 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 Architectural Metal Cleaning Services other than those determined by the Department of General Services to be necessary to meet its needs.

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

#### **3.3. PRE-AWARD SAMPLE CLEANING**

The apparent lowest responsive and responsible bidder will be called upon to demonstrate its cleaning processes, at no charge to the City. The Chief Procurement Officer will notify the bidder(s) to the date and time of the demonstration. A demonstration will be scheduled and witnessed by representatives of Department of Procurement Services and the various requesting Using Departments.

In order for the City to determine the bidder's interpretation of the Detailed Specifications a sampling of various cleaning procedures (See Section 11.22. Cleaning Definitions) will be selected by the Department of General Service and the Department of Procurement Services. Bidders will be required to demonstrate its cleaning techniques, the equipment it proposes to use, its timeliness, as well as other possible demonstration requests (e.g. water run-off is cleaned methods, how debris resulting from the cleaning is handled, how chemicals for refinishing are handled, how a mock invoice for the work performed would look, etc.).

The various demonstrations will be the basis for the City to determine if the apparent low bidder is responsible to the relevant Detailed Specifications. If the methods and results of the demonstration are acceptable to the authorized representatives of the City and if a Contract is awarded to that apparent low bidder, then those cleaning methods and results will be used as the standard level of performance to be sustained by the Contractor throughout the Contract period.

### **3.4. BASIS OF AWARD**

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

Each bid line's extended price will be determined by multiplying its estimated quantity by its unit price. The sum of the extended prices for all the lines will be the Total Bid Price.

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

The Contractors bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of (product/services), transportation charges, labor, materials, equipment, insurance, taxes, fees, guarantees, etc., required by the specification.

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

### **3.5. CHICAGO BUSINESS PREFERENCE**

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

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

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

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

### **3.6. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES**

Any contract pursuant to these specifications will be in accordance with all ordinances and/or resolutions concerning cooperative governmental purchasing under joint purchase agreement approved by the City Council (Journal of Proceedings, City Council, Chicago April 20, 1964, page 2589-2590, by the Cook County Board of Commissioners on April 9, 1965).

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority,

Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

### 3.7. CALCULATION OF MBE/WBE COMMITMENT

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

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. During the term the contract, the Contractor will submit monthly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due monthly thereafter.
- C. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.  
(NOTICE: Do not submit invoices with MBE/WBE Utilization Reports.) Final payments may be held until the Utilization Reports have been received.
- D. The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

### 3.8. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

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

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

**NOTE:** Bidder must acknowledge receipt of a full set of contract documents and any Addenda at the top of the Proposal Execution Page.

### **3.9. PURCHASE ORDER RELEASES**

Requests for Architectural Metal Cleaning Services in the form of Purchase Order Releases will be issued by the Department of General Services and sent to the Contractor to be applied against the contract. The Contractor must not honor any order(s) or make any deliveries of Architectural Metal Cleaning Services without receipt of a Purchase Order Release issued by the City of Chicago. Any Architectural Metal Cleaning Services provided by the Contractor without a Purchase Order Release, is made at the Contractor's risk. Consequently, in the event such Purchase Order Release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any Architectural Metal Cleaning Services provided without said Purchase Order Release.

Purchase Order Releases will indicate quantities ordered for each line item, unit/total cost, service address, service date, service description, fund chargeable information, catalog information and other pertinent instructions regarding delivery.

### **3.10. PERFORMANCE OF SERVICES**

Performance of Architectural Metal Cleaning Services must be made F.O.B., City of Chicago, Department of General Services at various locations throughout Chicago, regardless of the purchase order release amount.

Performance of Architectural Metal Cleaning Services will be made between the hours of 8:00 a.m. through 6:00 p.m., Monday through Friday and 8:00 p.m. through 6:00 a.m. and twenty-four (24) hours per day on Saturdays and Sundays, as requested by the Department of General Services.

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

### **3.11. INVOICES**

Original Invoices and Subcontractor Payment Certification forms must be forwarded by the Contractor to the Department of General Services, Bureau of Finance and Administration, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602 to apply against the contract. Invoices and Subcontractor Payment Certification forms must be submitted in accordance with the mutually agreed upon time period with the Department of General Services.

All invoices and Subcontractor Payment Certification forms must be signed, dated and reference the City's Purchase Order Release Number and Contract number. A signed work ticket, time sheets, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one (1) contract with the City, separate invoices and Subcontractor Payment Certification forms must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the items quoted on the Proposal Page.

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

### **3.12. ELECTRONIC ORDERING AND INVOICES**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to purchase orders, releases and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic Copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon

written notice to the Contractor. Contractor will ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

### **3.13. PAYMENT**

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

The City will not be obligated to pay for any Architectural Metal Cleaning Services that was not ordered with a Purchase Order Release or that are non-compliant with the terms and conditions of these specifications. Any equipment, parts and/or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

### **3.14. CONTRACT PERIOD**

The contract will begin on or about July 12, 2010 and continue through July 11, 2013 unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

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

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Acceptance Page herein. The expiration date will be the last day of the thirty-sixth (36<sup>th</sup>) full calendar month after the established start date.

### **3.15. CONTRACT EXTENSION OPTION**

This Contract will be in effect for the dates indicated herein for the thirty-six (36) month contract period. The Chief Procurement Officer may exercise the City's right to extend this Contract following the expiration of the base contract term for up to thirty-six (36) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

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

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

### **3.16. UNSPECIFIED SERVICES/LOCATIONS**

Any Department requiring the addition of the Architectural Metal Cleaning Services and/or locations not specifically listed herein may be added to this contract if they fall within the same specific category of services specified. The lifetime usage of the items added to the Contract must not exceed ten percent (10%) of the total contract value.

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

Any such Architectural Metal Cleaning Services and/or locations delivered by the Contractor, without a properly executed contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any Architectural Metal Cleaning Services and/or locations delivered prior to the Contractor's receipt of the fully signed modification.

### **3.17. LABOR RATE ESCALATION**

Labor rates are to be fixed and firm for the initial thirty-six (36) month term of the contract period. After the initial thirty-six (36) months of the contract the Contractor may request an increase to the labor rates **lines 5 through 68 only**, based on the prevailing wage rate at the time of escalation request. Beginning on the date after the initial thirty-six (36) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of the good and/or services provided for in this Contract, annual labor rate adjustments **lines 5 through 68 only**, may be made after receipt of written request from the Contractor made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

The Contractor's unit prices will be adjusted "New Contract Price(s)" by an amount of no more than five percent (5%) per year, for each additional twelve (12) month period.

The Contractor will be required to furnish supporting documents to verify the new rates and the effective date of the change and to furnish a certified statement or affidavit which is to state information requested by the Chief Procurement Officer to verify the rate change. Any labor rate adjustments will be made in the form of a contract modification signed by the City and the Contractor.

If approved by the Chief Procurement Officer, a properly executed contract modification must be signed by the Contractor and the City to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any service provided by the Contractor at the new labor rate, without a properly executed contract modification signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for services rendered at the labor wage rate.

### **3.18. PRICE ESCALATION**

The original bid prices will be valid and firm for the initial thirty-six (36) month contract period beginning with the start date of the Contract. Beginning on the date after the initial thirty-sixth (36) month term, and for each twelve (12) month anniversary thereafter, annual price adjustments of the contract pricing for **lines 1 through 4 only** may be made after receipt of written request from the Contractor made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

If approved by the Chief Procurement Officer, a properly executed contract modification must be signed by the Contractor and executed by the City to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any Architectural Metal Cleaning Services provided by the Contractor at a price change, without a properly executed contract modification signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for any work and/or services provided at an unapproved increase price.

The Contractor's unit prices will be adjusted "New Contract Price(s)" by an amount of no more than three percent (3%) per year, for each additional twelve (12) month period. The Contractor will be required to furnish a certified statement or affidavit which states that the increase represents the cost of services only and in no way represents an increase for its profits, labor or overhead. The Contractor must justify its request for an increase by submitting detailed pricing data, support documentation and any other information requested by the Chief Procurement Officer to verify the price increase request.

### **3.19. AVIATION SECURITY**

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

### **3.20. AIRPORT SECURITY BADGES**

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

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be

required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

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

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

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

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

### **3.21. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS**

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

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

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

Prior to start of work, the Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the

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

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

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

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

### **3.22. PARKING RESTRICTIONS**

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

### **3.23. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS 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 Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to

any additional information the Executive Director 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 O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C 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 O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director 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 O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director'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 Executive Director. 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.

O.E.M.C 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 O.E.M.C property.

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

- i. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- ii. At the sole discretion of the Executive Director 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 O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- iii. All individuals operating a vehicle on O.E.M.C 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 Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

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

Stockpiling materials and parking of equipment or vehicles near O.E.M.C 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 Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, 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 O.E.M.C property. Alcoholic beverages are also prohibited.

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

### **3.24. POLICE SECURITY**

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges, for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

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

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

### **3.25. 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.

### **3.26. ACCEPTANCE**

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

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.

### **3.27. 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.

### **3.28. NON-APPROPRIATION**

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

### **3.29. 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. CONTRACTORS INSURANCE

The Contractor must provide and maintain for the life of this Contract and 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, illness or disease.

#### 2. Commercial General Liability (Primary and Umbrella)

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

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

#### 3. Automobile Liability (Primary and Umbrella)

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

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

#### 4. Property

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

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

### 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 must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

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 or limited liability company, the insurance policies must name the joint venture or limited liability company 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.

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/21/10

**PRODUCER**  
American Insurance Agency, Inc.  
A Div. of Euclid Insurance Services  
234 Spring Lake Dr.  
Itasca, IL 60143

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

**INSURED**  
Metal Maintenance, Inc.  
723 N Ogden Ave  
Chicago, IL 60622

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Group	
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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPO926407800	04/21/10	04/21/11	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$500,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>
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	CPO926407800	04/21/10	04/21/11	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>  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 type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION <b>\$ 10,000</b>	AUC926408600	04/21/10	04/21/11	EACH OCCURRENCE <b>\$6,000,000</b> AGGREGATE <b>\$6,000,000</b>  \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC926407900	04/21/10	04/21/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Project: Architectural Metal Cleaning Service - 49093A.**

(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Chicago  
Department of Procurement Services  
121 N LaSalle St Ste 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

*IN [Signature]*

## 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.

## DESCRIPTIONS (Continued from Page 1)

The City of Chicago is included as Additional Insured with respects to General Liability and Auto Liability only in connection to the above referenced project as required by written contract.

The Coverage afforded Additional Insured is on a Primary and Non-Contributory basis and a Waiver of Subrogation applies with respects to the General Liability and Workers Compensation coverage as required by written contract in favor of The City of Chicago.

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

**5.1. POLICY AND TERMS**

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

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

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

<u>Year Advertised</u>	<u>MBE Percentage</u>	<u>WBE Percentage</u>
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	16.9%	4.5%

C. This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.

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

E. The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

**5.2. DEFINITIONS**

A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and

controlled business in accordance with City Ordinances and Regulations.

- B. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **"Area of Specialty"** means the description of a MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of its Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s).

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

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

### 5.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning broker's fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and

(3) specific financial or other risks to be assumed by the MBE/WBE.

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

#### **5.4. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS**

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

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

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

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

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

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

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

solicitation for subcontracting to certified MBE/WBE firms;

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

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

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

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

**OR**

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

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

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

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

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

#### **B. Assist Agency Participation**

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

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile

transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

### C. Impracticability

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

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

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

## 5.5. PROCEDURE TO DETERMINE BID COMPLIANCE

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

### A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

A Schedule C-1 executed by the MBE/WBE (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid. If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

### B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

### C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the

performance of the contract. The joint venture agreement must also clearly define each partners authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 5.4. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section 5.5A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

### 5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. In the case of one (1) time procurements of supplies with either single or multiple deliveries to be performed in less than one (1) year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments will be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice. (NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.") Final payments may be held until the Utilization Reports have been received.
- C. During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be in no case less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due quarterly thereafter.
- D. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

### 5.7. MBE/WBE SUBSTITUTIONS

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

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate a MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section 5, "Procedure to Determine Bid Compliance."

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

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

## **5.8. NON-COMPLIANCE AND DAMAGES**

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

- A. Failure to satisfy the MBE/WBE percentages required by the contract; and
- B. The contractor or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and was misrepresented by the contractor.

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

## **5.9. ARBITRATION**

- A. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for

arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

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

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

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

## **5.11. INFORMATION SOURCES**

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

**U.S. Small Business Administration**

**500 W. Madison Street, Suite 1250**

**Chicago, Illinois 60661**

**General Information**

**(312) 353-4528**

**S.B.A. - Bond Guarantee Program Surety Bonds**

**500 West Madison, Suite 1250**

**Chicago, IL 60661**

**Attention: Carole Harris**

**(312) 353-4003**

**S.B.A. - Procurement Assistance**

**500 West Madison, Suite 1250**

**Chicago, Illinois 60661**

**Attention: Robert P. Murphy, Area Regional Administrator**

**(312) 353-7381**

**Project Information and general MBE/WBE information:**

**City of Chicago**

**Department of Procurement**

**Vendor Relations**

**City Hall - Room 403**

**Chicago, Illinois 60602**

**Attention: Monica Cardenas**

**(312) 744-0845**

**Directory of Certified Disadvantaged, Minority and Women Business Enterprises:**

**City of Chicago**

**Department of Procurement**

**Certification Unit**

**City Hall - Room 403**

**Chicago, Illinois 60602**

**Attention: Lori Lypson**

**(312) 744-4909**

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

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

1040 Avenue of the Americas, 2nd Floor

New York, New York 10018

Attention: Harriet R. Michel

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(212) 944-2430

**Chicago Minority Business Development Council**

1 East Wacker Drive

Suite 1200

Chicago, Illinois 60601

Attention: Tracye Smith, Executive Director

(312) 755-8880

## 6. ATTACHMENT A - ASSIST AGENCY

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

Asian American Alliance  
222 W. Cermak Road  
Suite 303  
Chicago, IL 60616  
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

Association of Asian Construction Enterprises  
333 N. Ogden Avenue  
Chicago, IL 60607  
Phone #: (312) 583-0746  
Fax #: (312) 866-1785  
Web: None  
Attn: Perry Nakachi, President

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

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

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  
Cosmopolitan Chamber of Commerce  
1455 S. Michigan Avenue  
Suite 240  
Chicago, IL 60605  
Phone #: (312) 786-0212  
Fax #: (312) 766-9079  
Attn: Gloria Bell, Executive Director

Federation of Women Contractors  
5850 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

Hispanic American Contractors Industry Association  
(HACIA)  
901 West Jackson Boulevard  
Suite 205  
Chicago, IL 60607  
Phone #: (312) 686-5910  
Fax #: (312) 686-5692  
Web: [www.hacia.info](http://www.hacia.info)  
Email: [csantoy@haciaworks.org](mailto:csantoy@haciaworks.org)  
Attn: Cesar A. Santoy, Executive Director

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

**7. ATTACHMENT B**

*On Bidder/Proposer's Letterhead*

**RETURN RECEIPT REQUESTED**

(Date) \_\_\_\_\_

**Re: Specification No.: 49093A**

**Project Name: Architectural Metal Cleaning Services**

(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

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

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

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

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

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_

Sincerely,

**8. SCHEDULE B:**

**AFFIDAVIT OF JOINT VENTURE (MBE/WBE)**

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

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

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
  
- II. Identify each non-MBE/WBE venturer(s): \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
  
- III. Identify each MBE/WBE venturer(s): \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
  
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
  
- VI. Ownership of the Joint Venture.
  - A. What are the percentage(s) of MBE/WBE ownership of the joint venture? \_\_\_\_\_  
  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_
  
  - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
    - 1. Profit and loss sharing: \_\_\_\_\_
    - 2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

A. Joint venture check signing:

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

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

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

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

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

D. Acquisition of lines of credit:

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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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 therefor, 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: \_\_\_\_\_

**Certification: View**



**Vendor Information**

Business Name	<b>Smith Maintenance Company</b>
VendorID	<b>20069510</b>
Owner's Name	<b>Michael Smith</b>
Company Type	
Ethnic Group	<b>African American</b>
Gender	<b>Male</b>

**Certification Information**

Certifying Agency	<b>City of Chicago</b>
Certification Type	<b>MBE - Minority Business Enterprise</b>
Certification Date	<b>10/17/2008</b>
Renewal Date	<b>6/30/2010</b>
Expiration Date	<b>6/30/2014</b>

**Contact Information**

Main Company Email	<b>ajm2day@aol.com</b>
Main Phone	<b>312-425-1962</b>
Main Fax	<b>312-425-1950</b>
Internet Web Page	

**Addresses**

Physical Address	<b>205 West Randolph #501 Chicago, IL 60606-1870</b>
Mailing Address	<b>205 West Randolph #501 Chicago, IL 60606-1870</b>

**Business Capabilities**

Business certified for	<b>JANITORIAL EQUIPMENT AND SUPPLIES (NOT OTHERWISE CLASSIFIED); JANITORIAL/CUSTODIAL SERVICES; WINDOW WASHING SERVICES WINDOW WASHING SERVICES; MAINTENANCE AND REPAIR, PARKING LOT AND ALLEY; Manholes, and Manhole Covers, Frames, Grates, Rings, Yokes, etc.; Manhole Lining Services and Catch basin Cleaning; Commercial Window Cleaning; Parking Lot Maintenance</b>
------------------------	---

**Full Description of Capabilities/Products**

Commodity Codes	<b>NAICS 238350</b>	<b>Finish carpentry (More)</b>
	<b>NIGP 48565</b>	<b>Janitorial Equipment and Supplies (Not Otherwise Classified)</b>
	<b>NIGP 89030</b>	<b>Manholes, and Manhole Covers, Frames, Grates, Rings, Yokes, etc.</b>
	<b>NIGP 91039</b>	<b>Janitorial/Custodial Services</b>
	<b>NIGP 91061</b>	<b>Window Washing Services</b>
	<b>NIGP 91375</b>	<b>Maintenance and Repair, Parking Lot and Alley</b>



**Customer Support**

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City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

December 4, 2008

Michael Smith, President  
**Smith Maintenance Company**  
205 West Randolph, Suite 1645  
Chicago, Illinois 60606

**Annual Certificate Expires: December 1, 2009**  
**Vendor Number: 1068938**

Dear Mr. Smith:

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

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

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

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

**Janitorial and Custodial Services; Parking Lot Maintenance;  
Commercial Window Cleaning;  
Water and Sewer Line and Related Structures Construction  
(Manhole Lining Services Catch Basin Cleaning)**

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

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

Sincerely,

Lori Ann Lypson  
Deputy Procurement Officer  
LAL/dm



Expansion: Water and Sewer Line and Related Structures Construction (Manhole Lining Services Catch Basin Cleaning)



9. SCHEDULE C-1

Project Description: Architectural Metal Cleaning Services

Specification Number: 49093A

From: Smith Maintenance Co  
(Name of MBE/WBE Firm)

MBE: Yes  No

WBE: Yes  No

To: Metal Maintenance, Inc and the City of Chicago:  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 12-1-08 to 12-1-13 for a period of five (5) years.

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

Labor / Services

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

\$ 67,309.32 16.9 %

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)

MICHAEL SMITH PRESIDENT  
Name / Title (Print)

5-4-09  
Date

312-425-1962  
Phone



**Vendor Information**

Business Name **Q.C. Enterprises, Inc.**  
 VendorID **20069577**  
 Owner's Name **Sandra Andritsis**  
 Company Type  
 Ethnic Group **Caucasian**  
 Gender **Female**

**Certification Information**

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **10/2/2009**  
 Renewal Date **9/1/2010**  
 Expiration Date **9/1/2013**

**Contact Information**

Main Company Email **sandy@qcenterprises.com**  
 Main Phone **312-842-0230**  
 Main Fax **312-842-0231**  
 Internet Web Page **http://www.qcenterprises.com**

**Addresses**

Physical Address **2722 South Hillcock Avenue  
Chicago, IL 60608-5712**  
 Mailing Address **2722 South Hillcock Avenue  
Chicago, IL 60608-5712**

**Business Capabilities**

Business certified for **Project Management Services; Janitorial Services; Post construction Clean Up; Carpentry Contractor; Flooring Contractor(Inatallation of Granite and Marble); Tile and Terrazzo Contractors (Stone Restoration); Janitorial Equipment and Supplies; Industrial Supplies**

Full Description of Capabilities/Products  
 Commodity Codes

NIGP 20868	Project Management
NIGP 20989	Project Management
NIGP 91039	Janitorial/Custodial Services
NIGP 91052	Maintenance Services, Building (Not Otherwise Classified)
NIGP 95877	Project Management Services



**Customer Support**



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Jamie L. Rhee  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-0010 (FAX)  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

October 2, 2009

Sandra Andritsis, President  
**Q. C. Enterprises, Inc.**  
2722 S. Hillock Avenue  
Chicago, Illinois 60608

**Annual Affidavit Certificate Expires: September 1, 2010**  
**Vendor Number: 1053983**

Dear Ms. Andritsis:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until **September 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2010.**

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

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

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

**Project Management Services; Janitorial Services;  
Post Construction Clean Up; Carpentry Contractor; Flooring Contractor  
(Installation of Granite and Marble);  
Tile and Terrazzo Contractors (Stone Restoration);  
Janitorial Equipment and Supplies; Industrial Supplies**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/dm





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

April 17, 2009

Sandra Andritsis, President  
**Q. C. Enterprises, Inc.**  
2722 S. Hillock Avenue  
Chicago, Illinois 60608

Annual Certificate Expires: September 1, 2009  
Vendor Number: **1053983**

Dear Ms. Andritsis:

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

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

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

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

**Project Management Services; Janitorial Services;  
Post Construction Clean Up; Carpentry Contractor; Flooring Contractor  
(Installation of Granite and Marble);  
Tile and Terrazzo Contractors (Stone Restoration);  
Janitorial Equipment and Supplies; Industrial Supplies**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

**(Expansion Granted: Janitorial Equipment and Supplies; Industrial Supplies)**

MH/dm



9. SCHEDULE C-1

Project Description: Architectural Metal Cleaning Services

Specification Number: 49093A

From: QC Enterprises, Inc.  
(Name of MBE/WBE Firm)

MBE: Yes \_\_\_ No \_\_\_

WBE: Yes X No \_\_\_

To: Metal Maintenance, Inc. and the City of Chicago:  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 9-1-08 to 9-1-13 for a period of five (5) years.

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

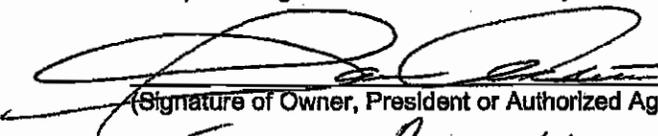
Janitorial Supplies  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 17,922.60 4.5 %

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

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

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

SANDRA ANDRAKIS  
Name / Title (Print)

4/29/09  
Date

312-842-0230  
Phone

**10. SCHEDULE D-1**

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

**Project Description:** Architectural Metal Cleaning Services

**Specification Number:** 49093A

State of IL

County (City) of Cook

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

Metal Maintenance, 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: QC Enterprises
- Address: 2722 South Hillcock Avenue  
Chicago IL 60608
- Contact Person: Sandy Andrews
- Phone: 312-842-0230
- Dollar Amount Participation: \$ 17,922.60
- Percent Amount of Participation: 4.5 %

Schedule C-1  
attached?

Yes  No  \*

\*(see next page)

2. Name of  
MBE/WBE:

Smith Maintenance Co.

Address:

205 West Randolph - Suite 1645  
Chicago IL 60606

Contact  
Person:

Michael Smith

Phone:

312-425-1962

Dollar Amount  
Participation:

\$ 67,309.32

Percent  
Amount of  
Participation:

16.9 %

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

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

**Contact Person:** \_\_\_\_\_

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

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

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

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

**B. Name of MBE/WBE:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_

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

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

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

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

**C. Name of MBE/WBE:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_

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

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

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

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

D. Name of MBE/WBE: \_\_\_\_\_

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

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

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

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

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

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

E. Attach additional sheets as needed.

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

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
<u>Smith Maintenance Co</u>	<u>\$67,309.32</u>	<u>16.9</u> %
<u>205 W. Randolph Suite 1645</u>	\$ _____	_____ %
<u>Chicago IL 60600</u>	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

MBE Indirect Participation (from Section II.)

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

WBE Firm Name	Dollar Amount	Percent
<u>QC Enterprises</u>	<u>\$17,922.60</u>	<u>4.5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

WBE Indirect Participation (from Section II.)

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

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

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

Name: Michael Smith  
Phone Number: 312-425-1962

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

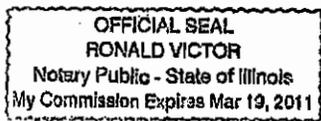
Signature of Affiant: [Signature] Date: 5-4-2009

State of ILLINOIS  
County of COOK

This instrument was acknowledged before me on May - 4 - 2009 (date)  
by Michael Smith (name /s of person/s)  
as officer (type of authority, e.g., officer, trustee, etc.)  
of Smith Maintenance (name of party on behalf of whom instrument executed)

Notary Public Signature: [Signature]

Commission Expires: 3-19-2011 (Seal)



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

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

Contract Administrator: \_\_\_\_\_

Specification Number: 49093A

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

Contract Number: \_\_\_\_\_

Date of Award: \_\_\_\_\_

Utilization Number: \_\_\_\_\_

**Project Description:** Architectural Metal Cleaning Services

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: \$ \_\_\_\_\_ Amount Paid to Prime Contractor: \$ \_\_\_\_\_

For each DBE/MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)



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: Metal Maintenance, Inc.  
(Print or Type)

Signature: [Handwritten Signature]  
(Signature of Affiant)

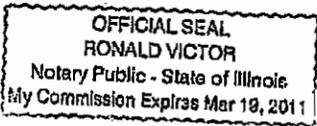
Name of Affiant: Douglas J. Golan  
(Print or Type)

Date: 5-4-2009  
(Print or Type)

State of Illinois  
County (City) of Cook

This instrument was acknowledged before me on May 4-2009 (date)  
by Douglas Golan name/s of person/s)  
as officer (type of authority, e.g., officer, trustee, etc.)  
of Metal Maintenance, Inc. (name of party on behalf of whom instrument was executed).

Notary Public Signature: [Handwritten Signature]  
Commission Expires: 3-19-2011 (Seal)



## 12. DETAILED SPECIFICATIONS

### 12.1. SCOPE

The Contractor will furnish and deliver all labor, materials, tools, transportation and equipment necessary to provide routine Architectural Metal Cleaning Services, for various locations located throughout the City, F.O.B., City of Chicago, Department of General Services, all in accordance with the terms and conditions of this Specification.

### 12.2. SERVICE DAYS

The Contractor will perform all Architectural Metal Cleaning Service at the times specified by the Commissioner or his authorized representative. In most instances maintenance service will be scheduled during the hours of 6:00 a.m. through 6:00 p.m., Monday through Friday, excluding Saturday, Sunday and legal holidays and will be billed at the straight time hourly rate. Maintenance service scheduled during the hours of 6:01 p.m. through 5:59 a.m., Monday through Friday, including Saturday, Sunday and legal holidays will be billed at the overtime hourly rate, as requested by the Department of General Services.

All work, whether it is performed during the day, evening or weekend, will be scheduled and performed only after prior approval from the Commissioner.

### 12.3. ENVIRONMENTAL RESPONSIBILITY

It is the Department of General Services' policy to acquire goods and services in a manner that reduces resource consumption and the use of chemicals and toxics and that promotes environmental responsibility in construction practices and facility management.

The Contractor must adhere to the intent of this policy and provide the following as applicable:

Provide sustainable systems and strategies. Provide training of all personnel in the hazards, use, maintenance and disposal of chemicals and packaging. Provide a training plan with specific directions and examples of low-impact practices. Use sustainable products and provide documentation. Products should comply with the minimum standards established for the performance of these products and should be based on the Green Seal Standard for Industrial and Institutional Cleaners (GS-37), <http://www.GreenSeal.org/>, wherever possible. Green Seal is an independent non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats and minimize global warming and ozone depletion.

### 12.4. NOTIFICATION

The Department will contact the Contractor by phone or by purchase order release, for any Architectural Metal Cleaning or Maintenance Service required. The Department of General Services will furnish the Contractor with the location and description of the type of service required. The name and phone number of the Department of General Services' contact person who will be available for arranging access to the location will be provided at the time of notification.

### 12.5. SERVICE REQUIREMENTS

All work will include all related hardware (e.g. door hinges, screws, frames, handles, push bars, push plates, mop plates, kick plates, directional indicators, floor designation plates, signage, supports, etc.).

All door handles, push bars, kick plates, mop plates and the base of all frames and side lights must be washed and waxed monthly whether indicated in the maintenance description frequencies or not.

Upon arrival at the job site, the Contractor must report directly to the City Building Engineer and/or Department designee for verification of the start time and for any and all work to be performed. A City Building Engineer or Department designee will be on site during all work.

The Contractor will provide a written proposal (See Section 11.10. Work Proposals) for any requests for work and will not perform any work without prior authorization from the Department of General Services.

#### **A. Scheduled Maintenance**

Scheduled Maintenance will be performed as indicated in the maintenance description frequency list or as otherwise directed by the Commissioner.

The Contractor will provide the Commissioner a maintenance schedule which will include, but is not limited to, the date and time maintenance will be performed, number of employees that will be on site and the estimated number of hours it will take to perform the maintenance, per employee. The Commissioner of the Department of General Services reserves the right to change or alter the maintenance schedule.

#### **B. Scheduled Refinishing**

Scheduled Refinishing will be performed as indicated in the maintenance description frequency list or as otherwise directed by the Commissioner or his/her authorized representative.

The Contractor will provide the Commissioner a refinishing schedule which will include, but is not limited to, the date and time refinishing will be performed, number of employees that will be on site and the estimated number of hours it will take to perform the maintenance, per employee. The Commissioner of the Department of General Services reserves the right to change or alter the refinishing schedule.

#### **C. Unscheduled Work**

The Department will contact the Contractor by purchase order release, for any unscheduled work (e.g. graffiti removal, scratches, etc.) required. The Department will furnish the Contractor with the location and description of the type of work/or service required. The name and phone number of a contact person will be provided at the time of notification, if required. The Contractor will respond to requests for repair services within seventy-two (72) hours of written and/or verbal notification by the Department of General Services.

### **12.6. STAFFING PLAN**

The Contractor must furnish a comprehensive master work staff schedule which will indicate the scheduled work plan for the first twenty-four (24) months of the work. The schedule will detail the dates, days, start and end times for each location listed. This schedule must be provided to the Department of General Services no later than ten (10) days after contract award.

### **12.7. PROPOSAL PAGE PRICING**

#### **Job Rate**

All Work for bid lines 1 through 4 will be billed at a per job rate. The Contractor will perform all work based on the cleaning schedule on a quarterly basis. All costs associated with the job rate are to be included in the proposed price. The job rate is to include any and all peripheral costs (e.g. transportation, labor, materials, tools, equipment, reports, insurance, taxes, fees, etc.).

#### **Hourly Rate**

All Work, Maintenance, Refinishing and Unscheduled Work will be billed as a per man, hourly rate. All costs associated with labor for Maintenance, Refinishing and Unscheduled Work are to be included in the hourly rates quoted on the Proposal Page(s). The hourly labor rate is to include any and all peripheral costs (e.g. transportation, labor, materials, tools, equipment, reports, insurance, taxes, fees, etc.).

The Contractor will provide all labor, materials, tools, transportation and equipment necessary to maintain, refinish or repair any Architectural Metal.

The Contractor will not perform any work without prior authorization from the Department of General Services.

#### **12.8. MATERIAL SAFETY DATA SHEETS**

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.

#### **12.9. WORK IN PROGRESS**

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this contract until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Using Department.

#### **12.10. WORK PROPOSALS**

The Contractor will inspect the Architectural Metal to be maintained, refinished and/or cleaned and prepare a written work proposal, for all work, which includes, but is not limited to the following information:

- contract number;
- name and phone number of City contact person;
- description of work to be performed,;
- date work to be performed;
- number of hours of labor required to perform work; and
- name and signature of the Contractor's employees performing the work.

The Contractor, upon receipt of approval, in the form of a purchase order release, from an authorized representative of the Department of General Services, can proceed with repairs.

#### **12.11. VISITING WORK SITES**

The Contractor will visit the service locations and become thoroughly familiarized with the location and conditions which will be encountered and which will affect the proposed work. No allowance will be granted because of lack of knowledge of such conditions.

Such an examination of the service locations will constitute the Contractor's acceptance of all site conditions. The name and phone number of the Department of General Services' contact person who will be available for arranging access to the location will be provided at the time of notification.

#### **12.12. REPORTING REQUIREMENTS**

The Contractor shall submit all reports, checklists, schedules, etc. in any form, content, substance and at the intervals that may be required by this specification or as requested by the Chief Procurement Officer or the Commissioner at any time during the Contract.

The Contractor shall submit a complete, detailed report, twice a year, on the general condition of the instrumentation, controls and systems, and recommendations for upgrading the systems. The first report shall be submitted approximately six (6) months after start of the Contract, and every six (6) months thereafter with the final report due thirty (30) days prior to the expiration date of the Contract. The reports must be submitted within fifteen (15) days at each six (6) month point of the Contract or no further payments to the Contractor shall be made.

The cost of all reports, checklists, schedules, etc. must be included in the hourly rates, as quoted on the Proposal Page(s).

#### **12.13. DOCUMENTATION OF WORK**

The Contractor must maintain records and receipts of all work performed and completed. The records will document the date, the location and items worked on, the type of work performed, the start and end times and the initials identifying the Building Engineer on duty at the time of completion. Copies of all records and receipts will be provided at no additional cost to the City.

The Contractor will provide a walk through of the completed work with the Building Engineer in order to confirm the completion and final acceptance of the work by the City.

#### **12.14. PUBLIC PROTECTION AND NOTIFICATION**

Whenever Architectural Metal Cleaning Services are being performed with the use of a ladder, scaffolding, chemicals, etc., the Contractor must post a Public Warning Notification in the form of a sign, indicating that work is being performed. In addition, the Contractor is responsible for providing scaffolding, barricades, etc. that indicate work is being performed further ensuring the public's safety.

#### **12.15. FACILITY CONVENIENCE**

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

#### **12.16. CLEAN UP**

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

#### **12.17. PROTECTION OF WORK, DAMAGES AND REPAIRS**

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

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

Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

## **12.18. QUALITY OF WORKMANSHIP AND MATERIALS**

The Commissioner of the Department of General Services or authorized representative(s) will have access to the job sites during all phases of work in order to inspect work performance.

The Contractor will not commence any work until he has obtained the approval, either written or verbal, of the Commissioner or authorized representative. The existence of any pre-existing defective metal work which may require reworking or replacement must be reported to the Department of General Services Building Engineer and documented prior to initiation of any work.

Upon completion of all work, the Contractor's representative will report to the Building Engineer or authorized representative for final approval of the completed work.

The Contractor must maintain a high standard of workmanship acceptable to the City and be in full compliance with all O.S.H.A. regulations and E.P.A. guidelines concerning the management of all work chemicals used and work performed on City property.

All paints, thinners, lacquers, fillers, cleaning chemicals, equipment and other materials used in conjunction with the work will be of a quality appropriate for the surfaces being cleaned.

All adjacent areas such as glass, wood, marble, carpeting, etc., must be masked off with a protective covering prior to any refinishing operation.

All metal must be thoroughly cleaned with non-acidic cleaning chemicals.

### **A. Standards of Performance**

The Contractor shall perform, or cause to be performed, all Work required of it under the terms and conditions of this Contract, to the reasonable satisfaction of the City, with that degree of skill, care and diligence normally exercised by experienced Contractors performing work in projects of a scope and magnitude comparable to those specified herein. The Contractor shall use reasonable efforts to assure the timely and satisfactory completion of the Work. The Contractor shall at all times act in the best interest of the City.

### **B. Correction of Work**

The Contractor when directed in writing by the Commissioner shall promptly remove, re-perform, or correct all Work identified to be defective or as failing to conform to the standards set forth herein, whether observed before or after completion of the Contractor's Work and whether or not installed, or completed. The Contractor shall bear all costs of correcting such defective or nonconforming Work, this is to include all costs associated with removing any nonconforming Work, installing corrected Work and any additional services made necessary thereby.

### **C. Failure to Proceed with Directed Work**

In case of failure on the part of the Contractor to execute Work ordered in writing by the Commissioner, the Commissioner may, at the expiration of a period of forty-eight (48) hours, request the Chief Procurement Officer to give notice in writing to the Contractor, and proceed to execute such Work as may be deemed necessary, and the cost thereof, shall be deducted from compensation due or which may become due the Contractor under this Contract.

## **12.19. EMPLOYEES**

The Contractor's personnel will exercise safe and sound-business practices with the skill, care, and diligence normally shown by professionals employed in the type of work required under this Contract.

### **Character of Workers**

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner of the Department of General Services or authorized representative, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the work and will not employ such employee again for the work under this Contract, except with the written consent of the Commissioner. The Contractor will not permit any person to enter any City facility or property while under the influence of intoxicating liquors or illegal drugs or contraband. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or illegal drugs or contraband anywhere on the site of any work to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

### **Supervisory Personnel**

Supervisory personnel must be available to respond to any problems that may arise on the work site while work is being performed.

Supervisory personnel will promptly execute all orders or directions from the Commissioner or authorized representative(s).

Supervisory personnel must perform periodic random checks at all work sites, as a routine part of the Supervisory personnel's responsibility to monitor the performance and affirm that the work is being properly performed.

### **Uniforms**

The Contractor's employees are required to wear suitable uniforms, during the time they are on duty on any City property.

The Contractor's employees must wear an identification badge at all times while on duty on any City property.

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

### **Use of City Facilities**

The Contractor must request and receive the prior approval of the Commissioner for the use of any City facilities, such as telephones, facsimile machines, etc.

The Contractor will require all employees who eat meals in the building to use only those areas designated for this purpose.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

## **12.20. WORK DATA AND RECORDS**

All books and accounts kept by the Contractor in connection with the Contract will be open to the inspection of the Commissioner. Promptly following the preparation of periodical payrolls of the Contractor and of each Subcontractor, the Contractor will furnish the Commissioner with such number as may be required of certified copies of such payrolls.

The Contractor and each Subcontractor must also keep an accurate record showing the names and occupation of all laborers and workers employed by them in connection with the Work; and showing also the actual hourly wages paid to each of such workers, which record will be open at all reasonable hours to the inspection of the Superintendent and to the Director of Labor (State of Illinois) and their agents or designees.

The Contractor, will at any time when required, furnish to the Commissioner, a written statement, verified by affidavit, giving the names and addresses of all persons, firms, and corporations who have up to the date thereof furnished labor or materials in or about the performance of this Contract, and the amounts due or to become due to said parties.

The Contractor and all Subcontractors will furnish the Commissioner with such information as he may require relating to the Work, including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into the Work item, and any other information which the Superintendent may require. The Contractor will, on request, furnish the Commissioner with copies of delivery tickets and invoices, in triplicate, covering all expenditures on the Contract.

#### **12.21. CONFIDENTIALITY**

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

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

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

#### **12.22. 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.

### 12.23. CLEANING DEFINITIONS

DESCRIPTION	CODE	PROCEDURE
Wash and wax	W/W	Rinse down with mild detergent solution and wax.
Clean and wax	CW	Hand clean with acid free material and wax.
Touch-up	T/U	Blend damaged surface areas to an acceptable match to the adjacent surface areas.
Background created by a raised foreground	BGRD	Requires the proper care necessary to maintain the same aesthetic affect which is particular to the type of metal being maintained or refinished.
Clean only	C/O	Hand clean with acid free material.
Polish only	P/O	Hand polish to a bright mirror finish (if applicable) with acid free material and left free of clear coatings.
Clean and lacquer	C/L	Hand clean with acid free material and apply by spray or brush an acceptable clear, protective synthetic coating.
Polish and lacquer	P/L	Strip off protective coatings, hand polish to a bright mirror finish (if applicable) with acid free material and apply (by spray or brush) an acceptable clear, synthetic, protective coating.
Clean, prime and paint	C/P&P	Strip of protective coating, surfaced with nicks and scratches filled, undercoat with primer and paint (by spray or brush) in an approved color.
Aluminum paint	A/P	Strip of protective coating, surfaced, nicks and scratches filled, sprayed with clear, protective coating.
Bronze		Strip off protective coatings, hand clean with acid free material, hand polish to a bright mirror finish (if applicable) and apply (by spray or brush) an acceptable clear, protective, synthetic coating.
Polished bronze		Strip off protective coatings, hand clean with acid free material, hand polish to a bright mirror finish (if applicable) and apply (by spray or brush) an acceptable clear, protective, synthetic coating.
Natural satin bronze		Strip off protective coating, hand clean with acid free material, grain and highlight to a satin finish and apply (by spray or brush) an acceptable clear, protective, synthetic coating.
Oxidized bronze		Strip off protective coatings, hand clean with acid free material, oxidize to match approved sample, hand polish to a bright mirror finish (if applicable) and apply (by spray or brush) an acceptable clear, protective, synthetic coating.
Painted bronze		Surfaced, nicks and scratches filled, undercoat with primer and paint (by spray or brush) in an approved color.
Painted letters-bronze		Engraved letters filled with black paint or an approved color, prior to application of an acceptable clear, protective, synthetic coating.
Simulated bronze		Surfaced, undercoated with primer, sprayed with an approved simulated bronze finish and spray or brush with an acceptable clear, protective, synthetic coating.
Highlighting simulated bronze		Letter edges or areas applicable are to be dusted with bronze powders prior to application of an acceptable clear, protective, synthetic coating.
Holes filled - bronze		Holes filled with bronze screws and sanded with emery or buffed flush prior to graining and highlighting and spray or brush with an acceptable clear, protective, synthetic coating.

DESCRIPTION	CODE	PROCEDURE
Background – bronze		Background painted black or an approved color prior to acceptable clear, protective synthetic coating.
Painted background – bronze		Raised letters of natural satin with background painted chocolate or an approved color, prior to application of an acceptable clear, protective, synthetic coating.
Stainless steel		Strip off protective coating, hand clean with acid free material and hand polish to a bright mirror finish (if applicable) to return to original appearance.
Polished stainless steel		Strip off protective coating, hand clean with acid free material and hand polish to a bright mirror finish (if applicable) to return to original appearance.
Painted aluminum		Surfaced, nicks and scratches filled, undercoated with primer and paint (spray or brush) with an acceptable clear, protective, synthetic coating.
Simulated aluminum		Surfaced, undercoated with primer, paint (spray or brush) with a simulated aluminum, finish and spray or brush with an acceptable clear, protective, synthetic coating.
Painted metal		Surfaced, nicks and scratches filled, undercoated with primer and paint (by spray or brush) in an approved color.
Scratch removal – metal		Sanded with emery or buffed to remove scratches to the extent possible and reglained to return to original appearance prior to cleaning and the application of an acceptable clear, protective, synthetic coating (if applicable).
Regrain – metal		Sanded with emery or buffed to remove minor surface scratches and re-establish proper graining and to return to original appearance.

## 12.24. CLEANING SCHEDULE

The following is the anticipated cleaning schedule for various locations throughout the City. The locations, descriptions and cleaning schedule are subject to change and are not to be construed as an accurate or complete listing.

### 12.25. CITY HALL – 121 N. LASALLE

#### 14<sup>th</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
Three (3) bronze call button plates	W/W	Monthly	C/L	2 x per year
Three (3) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
Thirteen (13) bronze fire recall key plates	W/W	2 x per year	C/L	1 x every 4 years
Sixteen (16) bronze floor number plates	W/W	2 x per year	C/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) wall mounted bronze directory 18"x34"	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	2 x per year monthly	C/L	1 x per year
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	2 x per year monthly	C/L	1 x per year
One (1) bronze medallion at water cooler	W/W	1 x per year	C/L	1 x every 4 years

#### 10<sup>th</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Two (2) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	2 x per year monthly	C/L	1 x per year
One (1) bronze 3"x5" switch plate	W/W	Monthly	C/L	1 x every 4 years
One (1) bronze 5"x5" switch plate	W/W	Monthly	C/L	1 x every 4 years
One (1) wall mounted bronze directory 18"x34"	W/W	1 x per year	C/L	1 x every 4 years
Eighteen (18) bronze floor number plates	W/W	2 x per year	C/L	1 x every year
Four (4) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every year

#### 9<sup>th</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	2 x per year monthly	C/L	1 x per year
Three (3) bronze, one (1) stainless steel call button plates	W/W	Monthly	C/L	2 x per year
Two (2) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
One (1) wall mounted bronze directory 18"x34"	W/W	1 x per year	C/L	1 x every 4 years
Eighteen (18) bronze floor number plates	W/W	2 x per year	C/L	1 x per year
Four (4) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	2 x per year monthly	C/L	1 x per year

8<sup>th</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	2 x per year monthly	C/L	1 x per year
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Three (3) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
One (1) 4"x5" bronze switch plate	W/W	Monthly	C/L	1 x per year
One (1) wall mounted bronze directory 18"x34"	W/W	1 x per year	C/L	1 x every 4 years
Sixteen (16) bronze floor number plates	W/W	2 x per year	C/L	1 x every 4 years
Three (3) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	2 x per year monthly	C/L	1 x per year

7<sup>th</sup> Floor

Twelve (12) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	2 x per year monthly	C/L	1 x per year
Five (5) bronze call button plates	W/W	Monthly	C/L	2 x per year
Four (4) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
Four (4) sets of "7 to 11" located above north elevator doors	W/W	1 x per year	C/L	1 x every 4 years
Four (4) sets of "7 to 11" located above south elevator doors	W/W	1 x per year	C/L	1 x every 4 years
Two (2) bronze 6"x6" valve cover plates	W/W	1 x per year	C/L	1 x every 4 years
Two (2) 60" x 72" painted bulletin display boards	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) wall mounted bronze directory 18"x34"	W/W	1 x per year	C/L	1 x every 4 years
Eighteen (18) bronze floor number plates	W/W	2 x per year	C/L	1 x per year
Four (4) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	2 x per year monthly	C/L	1 x per year

6<sup>th</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	2 x per year monthly	C/L	1 x per year
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Three (3) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
Four (4) bronze 6"x6" valve cover plates	W/W	1 x per year	C/L	1 x every 4 years
One (1) painted 43"x37" directory on wall	W/W	1 x per year	C/P&P	1 x every 8 years
Eighteen (18) bronze floor number plates	W/W	2 x per year	C/L	1 x per year
Four (4) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	2 x per year monthly	C/L	1 x per year
Two (2) wooden doors, brass hardware, both sides (North corridor), six (6) hinges, two (2) locksets, four (4) 10"x40" kick plates	W/W	1 x per year	C/L	1 x per year

5<sup>th</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	2 x per year monthly	C/L	1 x per year
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Two (2) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
Three (3) bronze 6"x6" valve cover plates	W/W	1 x per year	C/L	1 x every 4 years
One (1) painted 43"x37" directory on wall	W/W	1 x per year	C/P&P	1 x every 8 years
Eighteen (18) bronze floor number plates	W/W	2 x per year	C/L	1 x per year
Four (4) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	2 x per year monthly	C/L	1 x per year
One (1) wooden door, brass hardware, both sides, three (3) hinges, one (1) lockset, two (2) 10"x40" kick plates	W/W	3 x per year	C/L	1 x per year
One (1) bronze swing door and frame with sidelights, both sides, Room 505	T/U W/W	1 x per year 2 x per year	C/L	1 x per year

Room 507 – Mayor's Office

Twenty-two (22) locksets	W/W	3 x per year	C/L	1 x per year
Thirty (30) bronze hinges	W/W	3 x per year	C/L	1 x per year
One (1) bronze push/pull handle (rear entrance)	W/W	3 x per year	C/L	1 x per year
One (1) "City Seal"	W/W	3 x per year	C/L	1 x every 4 years
One (1) double door storefront entrance frame with sidelights	T/U W/W	2 x per year monthly	C/L	1 x every 2 years
One (1) bronze base for signage over door	W/W	1 x per year	C/L	1 x every 4 years
Forty-four (44) brass name plate of former Mayors	W/W	2 x per year	C/L	1 x every 2 years

4<sup>th</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	<u>2 x per year</u> monthly	C/L	1 x per year
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Three (3) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
Four (4) bronze 6"x8" valve cover plates	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze 18"x34" directory	W/W	1 x per year	C/P&P	1 x every 8 years
Eighteen (18) bronze floor number plates	W/W	2 x per year	C/L	1 x per year
Four (4) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	<u>2 x per year</u> monthly	C/L	1 x per year

3<sup>rd</sup> Floor Mezzanine

Five (5) elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	<u>2 x per year</u> monthly	C/L	1 x per year
Three (3) bronze call button plates	W/W	Monthly	C/L	2 x per year
Two (2) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
One (1) round bronze wall sconce cover plate	W/W	Monthly	C/L	1 x every 4 years
One (1) bronze 6"x9" cover plate	W/W	Monthly	C/L	1 x every 4 years
Three (3) 5"x5" bronze switch plates	W/W	Monthly	C/L	1 x per year
One (1) 18"x34" bronze directory	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	<u>2 x per year</u> monthly	C/L	1 x per year

3<sup>rd</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Three (3) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
One (1) 5"x5" bronze switch plates	W/W	Monthly	C/L	1 x every 4 years
One (1) painted 43"x37" directory on wall	W/W	1 x per year	C/P&P	1 x every 8 years
Eighteen (18) bronze floor number plates	W/W	2 x per year	C/L	1 x per year
Two (2) bronze medallions at water cooler/drinking fountains	W/W	1 x per year	C/L	1 x every 4 years
One (1) water cooler with stainless steel bowl, bronze arm and bronze 15"x35" back plate	T/U W/W	<u>2 x per year</u> monthly	C/L	1 x per year
Two (2) push bars, two (2) pull bars, handles, plates and hinges on entrance doors to council changer balcony	T/U W/W	<u>1 x per year</u> monthly	C/L	1 x per year

2<sup>nd</sup> Floor

Six (6) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 8 years
One (1) bronze placard on mail chute	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze drinking fountain	T/U W/W	2 x per year monthly	C/L	1 x per year
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Two (2) bronze "In Case of Fire" plates	W/W	Monthly	C/L	1 x every 4 years
Two (2) bronze 6"x6" valve cover plates	W/W	1 x per year	C/L	1 x every 4 years
Five (5) bronze wall directories (one (1) 78"x42", two (2) 18"x34", two (2) 43"x37")	W/W	1 x per year	C/L	1 x every 4 years
Seventeen (17) bronze floor number plates	W/W	2 x per year	C/L	1 x per year
Two (2) bronze single handrails with stabilizer bars and plates	W/W	Monthly	C/L	1 x per year
Two (2) bronze double handrails with stabilizer bar and plates	W/W	Monthly	C/L	1 x per year
Six (6) bronze window handles	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze threshold	Not	Applicable	C/O	1 x every 4 years
One (1) 68"x47" bronze bravery plaque (BGRD)	W/W	1 x per year	C/L	1 x every 4 years

City Council Chamber

One (1) bronze plaque "City Seal"	W/W	1 x per year	C/L	1 x every 4 years
Two (2) bronze stanchions	W/W	2 x per year	C/L	2 x per year
Two (2) bronze emergency exit handles	W/W	Monthly	C/L	2 x per year
Eight (8) bronze push bars, eight (8) bronze pull handles and plates	T/U W/W	2 x per year monthly	C/L	1 x per year

LaSalle Street Elevation

Two (2) exterior bronze wall plaques "City Hall" (BGRD)	W/W	Monthly	C/L	2 x per year
Four (4) bronze standpipes	W/W	Monthly	C/L	2 x per year

South LaSalle Street Entrance

Bronze transom window frame and header panel (exterior side only)	W/W	4 x per year	C/L	1 x per year
Two (2) bronze swing doors and frames (both sides)	W/W	Monthly	C/L	2 x per year
One (1) bronze revolving door unit consisting of push bars, wings and sidewalls and framing	W/W	Monthly	C/L	3 x per year
Interior facing of entrance consisting of transom window frame, header and revolving door housing	T/U W/W	1 x every 2 years 3 x per year	C/L	1 x every 2 years
One (1) small bronze chandelier, chains and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

Center LaSalle Street Entrance

Bronze transom window frame and header panel (exterior side only)	W/W	4 x per year	C/L	1 x per year
Two (2) bronze swing doors and frames (both sides)	W/W	Monthly	C/L	2 x per year
One (1) bronze revolving door unit consisting of push bars, wings and sidewalls and framing	W/W	Monthly	C/L	3 x per year
Interior facing of entrance consisting of transom window frame, header and revolving door housing	T/U W/W	1 x every 2 years 3 x per year	C/L	1 x every 2 years

North LaSalle Street Entrance

Bronze transom window frame and header panel (exterior side only)	W/W	4 x per year	C/L	1 x per year
One (1) bronze sidelight window frame (both sides)	T/U W/W	1 x per year 3 x per year	C/L	1 x per year
One (1) bronze auto-handicap door and frame (both sides)	T/U W/W	1 x per year 3 x per year	C/L	1 x per year
Exterior bronze railing and mat framing (complete)	W/W	Monthly	C/L	2 x per year
One (1) bronze revolving door unit consisting of push bars, wings and sidewalls and framing	W/W	Monthly	C/L	3 x per year
Interior facing of entrance consisting of transom window frame, header and revolving door housing	T/U W/W	1 x every 2 years 3 x per year	C/L	1 x every 2 years
One (1) small bronze chandelier, chains and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

LaSalle Street – Lobby

Two (2) bronze corner angles on interior columns, continuing across archway at north and south LaSalle Street entrances	W/W	2 x per year	C/L	1 x every 4 years
Two (2) bronze corner angles located on interior columns on either side of the center LaSalle Street entrance	W/W	2 x per year	C/L	1 x every 4 years
Four (4) single section painted bronze ornamental wall grilles and frames located on the interior columns at the entrance	W/W	2 x per year	C/P&P	1 x every 6 years
Two (2) triple section painted bronze ornamental wall grilles and frames located on the north and south walls at the entrance	W/W	2 x per year	C/P&P	1 x every 6 years
One (1) bronze relief plaque located above the ornamental grille on the north wall of the LaSalle Street entrance (BGRD)	W/W	1 x per year	C/L	1 x every 4 years
Two (2) bronze memorial plaques located on the columns adjacent to the northwest and southwest stairwells at the lobby (BGRD)	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze plaque "America's Creed" located on the column east of the northwest stairwell (BGRD)	W/W	1 x per year	C/L	1 x every 4 years
Four (4) small bronze plaques located on the north wall of the northwest stairwell landing (BGRD)	W/W	1 x per year	C/L	1 x every 4 years
Two (2) small bronze plaques located on the south wall of the southwest stairwell landing (BGRD)	W/W	1 x per year	C/L	1 x every 4 years
Fourteen (14) first floor elevator entrances and two (2) false fronts each consist of:				
Doors and entrance frames	W/W	Monthly	C/L	2 x per year
Thresholds	Not	Applicable	C/O	2 x per year
Interior of fourteen (14) passenger elevators each consisting of:				
Bronze doors, return and header	W/W	Monthly	C/L	1 x every 2 years
Stainless steel/bronze ceiling panels (BGRD)	T/U W/W	2 x per year Monthly	C/L	1 x every 4 years

Stainless steel mesh/bronze side-walls (BGRD)	T/U W/W	4 x per year Monthly	C/L	1 x every 2 years
Touch-up and paint individual floor numbers with in each elevator cab as required	As	Needed	Unit	Price
Eight (8) bronze light canopies above elevator entrances	W/W	2 x per year	C/L	1 x every 4 years
Twelve (12) bronze elevator signal brackets	W/W	2 x per year	P/L	1 x every 4 years
Four (4) sets of "7 to 11" located on marble above south elevator entrances	W/W	2 x per year	C/L	1 x every 4 years
Four (4) sets of "1 to 7" located on marble above north elevator entrances	W/W	2 x per year	C/L	1 x every 4 years
One (1) "Pedway" sign located on marble above elevator entrance #1	W/W	2 x per year	C/L	1 x every 4 years
Four (4) bronze call button plates	W/W	Monthly	C/L	2 x per year
Four (4) 5"x5" bronze switch cover plates located on columns/pilasters	W/W	2 x per year	C/L	1 x every 4 years
One (1) fire recall switch plate	W/W	2 x per year	C/L	1 x every 4 years
Two (2) fire service key boxes	W/W	2 x per year	C/L	1 x every 4 years
One (1) bronze framed signaling panel on west face of pilaster adjacent to the freight elevator	W/W	2 x per year	C/L	1 x every 4 years
One (1) ornamental bronze freestanding directory	W/W	2 x per year	C/L	1 x every 4 years
One (1) bronze memorial plaque at northwest corner pilaster adjacent to freight elevator (BGRD)	W/W	1 x per year	C/L	1 x every 4 years
Four (4) ornamental bronze chandeliers, chains and escutcheons	W/W	1 x per year	C/L	1 x every 4 years
Twelve (12) ornamental bronze wall sconces with wall plates and brackets	W/W	2 x per year	C/L	1 x every 4 years
One (1) suspended bronze clock with pendant and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

**LaSalle Street – Lobby – Northwest Stairwell**

Two (2) bronze swing doors, frame, jams, head, transom, sidelights, push bars, handles and hardware (complete)	T/U W/W	3 x per year Monthly	C/L	1 x per year
One (1) bronze double handrail with stabilizing bars and mounting plates	W/W	Monthly	C/L	2 x per year
Two (2) bronze handrails with stabilizing bars and mounting plates	W/W	Monthly	C/L	2 x per year
One (1) painted ornamental radiator cover	W/W	2 x per year	C/P&P	1 x every 6 years
One (1) bronze mail chute collection box	W/W	2 x per year	C/L	1 x every 4 years
One (1) painted mail chute	W/W	1 x per year	C/P&P	1 x every 6 years
One (1) small bronze chandelier, chains and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

**LaSalle Street – Lobby – Southwest Stairwell**

Two (2) bronze swing doors, frame, jams, head, transom, sidelights, push bars, handles and hardware (complete)	T/U W/W	3 x per year Monthly	C/L	1 x per year
One (1) bronze double handrail with stabilizing bars and mounting plates	W/W	Monthly	C/L	2 x per year
Two (2) bronze handrails with stabilizing bars and mounting plates	W/W	Monthly	C/L	2 x per year
One (1) painted ornamental radiator cover	W/W	2 x per year	C/P&P	1 x every 6 years
One (1) small bronze chandelier, chains and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

**LaSalle Street – Lobby- Entrance to Room 107**

Two (2) sets of double bronze swing doors and frames (both sides)	T/U W/W	3 x per year Monthly	C/L	1 x every 2 years
One (1) bronze handicap door operator push plate (inside and outside)	W/W	Monthly	C/L	2 x per year
Two (2) lighted bronze canopy reading "Payment Center"	W/W	2 x per year	C/L	1 x every 4 years

**LaSalle Street - Room 107 – Payment Center**

Twenty-nine (29) oxidized bronze teller stations each consisting of top, front and sides	T/U W/W	1 x per year 2 x per year	O/L	1 x every 4 years
Four (4) bronze push/pull handles, plates, hinges, hinge plates and frame of double glass door at reception area	T/U W/W	2 x per year Monthly	O/L	1 x per year
Eight (8) locksets, handles and hinges on wooden doors behind collection counter	W/W	Monthly	O/L	1 x every 2 years
Bronze lettering that reads "Tax, License, City Clerk, Parking, Collections, City Clerk Information Edmund Kantor"	W/W	1 x per year	C/L	1 x every 4 years
Polished bronze frames and poles of forty-four (44) chandeliers	W/W	1 x per year	P/L	1 x every 4 years

**LaSalle Street – Entrance to Room 100**

Two (2) sets of double bronze swing doors and frames (both sides)	T/U W/W	3 x per year Monthly	C/L	1 x every 2 years
One (1) bronze handicap door operator push plate (inside and outside)	W/W	Monthly	C/L	2 x per year
One (1) lighted bronze canopy that reads "Service Center"	W/W	2 x per year	C/L	1 x every 4 years

**LaSalle Street – Room 100 – Service Center**

Four (4) bronze push/pull handles, plates, hinges, hinge plates and frame of double glass door at reception area	T/U W/W	2 x per year Monthly	O/L	1 x per year
Four (4) locksets, handles and hinges on wooden doors	W/W	Monthly	O/L	1 x every 2 years
Seven (7) oxidized bronze teller stations each consisting of top, front and sides	T/U W/W	1 x per year 2 x per year	O/L	1 x every 4 years
Two (2) sets of bronze lettering that read "Job Opportunities" and "Please do not remove bulletins"	W/W	1 x per year	C/L	1 x every 4 years
Polished bronze frames and poles of twenty-three (23) chandeliers	W/W	1 x per year	P/L	1 x every 4 years

Washington Street Elevation

Two (2) exterior bronze wall plaques "City Hall" (BGRD)	WITH W	Monthly	C/L	2 x per year
Two (2) bronze standpipes	WITH W	Monthly	C/L	2 x per year

Washington Street – Exterior Entrance

Painted cast bronze multi-section transom window, ornate header and post: <u>Interior</u>	W/W	<u>2 x per year</u>	<u>C/P&amp;P</u>	<u>1 x every 6 years</u>
Exterior	<u>T/U</u> W/W	<u>2 x per year</u> <u>2 x per year</u>	C/P&P	1 x every 2 years
Four (4) bronze swing door (both sides)	<u>T/U</u> W/W	<u>2 x per year</u> Monthly	C/L	2 x per year

Washington Street – Interior Entrance

Painted cast bronze multi-section transom window, ornate header and post	W/W	2 x per year	C/P&P	1 x every 6 years
Four (4) bronze swing door (both sides)	<u>T/U</u> W/W	<u>2 x per year</u> Monthly	C/L	2 x per year
Two (2) painted ornamental wall grilles and frames (complete)	W/W	<u>2 x per year</u>	C/P&P	1 x every 6 years
One (1) bronze swing door and frame, lobby side only, in lobby vestibule	<u>T/U</u> W/W	<u>1 x per year</u> <u>2 x per year</u>	C/L	1 x every 2 years
One (1) ornamental bronze chandelier, chain and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

Washington Street – Interior Corridor

Three (3) painted ornamental transom windows and frames (lobby side only)	W/W	1 x per year	C/P&P	1 x every 6 years
Two (2) sets of teller window bays with three (3) windows per set and one (1) bay with two (2) windows and one (1) swing door consisting of:				
Eight (8) sets of bronze bar grilles	W/W	2 x per year	C/L	1 x every 4 years
Eight (8) painted ornamental frames around teller windows, supporting bronze bar grilles	W/W	1 x per year	C/P&P	1 x every 6 years
Painted cove mouldings around each bay	W/W	1 x per year	C/P&P	1 x every 6 years
One (1) bronze swing door and hardware (lobby side)	<u>T/U</u> W/W	<u>2 x per year</u> Monthly	C/L	2 x per year
One (1) bronze door frame (lobby side)	<u>T/U</u> W/W	<u>2 x per year</u> Monthly	C/L	2 x per year
Three (3) bronze ornamental eagles with frame	W/W	2 x per year	C/L	1 x every 4 years

Washington Street – Indoor Corridor

Entrance to Room #107 consisting of:				
Two (2) bronze swing door (both sides)	<u>T/U</u> W/W	<u>2 x per year</u> Monthly	C/L	1 x per year

Two (2) bronze sidelight frames (lobby side)	T/U W/W	1 x per year Monthly	C/L	1 x every 4 years
One (1) bronze transom window (lobby side)	W/W	1 x per year	C/L	1 x every 6 years
One (1) bronze transom light (lobby side)	W/W	1 x per year	C/L	1 x every 6 years
One (1) bronze swing door at utility closet (lobby side only)	W/W	1 x per year	C/L	1 x every 6 years
Two (2) painted aluminum bulletin boards	T/U W/W	1 x per year Monthly	C/L	2 x per year
Two (2) groups of bronze ornamental medallions located near marble lion's head between bulletin boards	T/U W/W	1 x per year Monthly	C/P&P	1 x every 6 years
Four (4) ornamental bronze chandeliers, chains and escutcheons	W/W	1 x per year	C/L	1 x every 4 years
Three (3) bronze ceiling mounted "can" type light fixtures	W/W	1 x per year	C/L	1 x every 4 years
One (1) bronze swing door and frame, lobby side only, in lobby vestibule	T/U W/W	1 x per year 2 x per year	C/L	1 x every 2 years
One (1) ornamental bronze chandelier, chain and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

#### Randolph Street Elevation

Two (2) exterior bronze wall plaques "City Hall" (BGRD)	W/W	Monthly	C/L	2 x per year
Two (2) bronze standpipes	W/W	Monthly	C/L	2 x per year

#### Randolph Street – Exterior Entrance

Painted cast bronze multi-section transom window, ornate header and post: <u>Interior</u>	W/W	<u>2 x per year</u>	C/P&P	<u>1 x every 6 years</u>
Exterior	T/U W/W	<u>2 x per year</u> <u>2 x per year</u>	C/P&P	1 x every 2 years
Four (4) bronze swing door (both sides)	T/U W/W	<u>2 x per year</u> Monthly	C/L	2 x per year

#### Randolph Street – Interior Entrance

Painted cast bronze multi-section transom window, ornate header and post	W/W	2 x per year	C/P&P	1 x every 6 years
Four (4) bronze swing door (both sides)	T/U W/W	<u>2 x per year</u> Monthly	C/L	2 x per year
Two (2) painted ornamental wall grilles and frames (complete)	W/W	2 x per year	C/P&P	1 x every 6 years
One (1) bronze swing door and frame, lobby side only, in lobby vestibule	T/U W/W	<u>1 x per year</u> <u>2 x per year</u>	C/L	1 x every 2 years
One (1) ornamental bronze chandelier, chain and escutcheon	W/W	1 x per year	C/L	1 x every 4 years

Randolph Street – Interior Entrance - Pedway Elevator and Kiosk  
(First (1<sup>st</sup>) Floor, Basement and Pedway Levels

Elevator housing including all bronze framing members on sides and top	W/W	1 x per year	C/L	1 x every 4 years
Front of elevator including all doors, door jams and heads, call button plates, floor designation plates, both sides of all doors and all miscellaneous bronze items (complete)	T/U W/W	<u>1 x per year</u> Monthly	C/L	1 x per year
Interior of pedway elevator consisting of:				
Two (2) sets of doors	W/W	Monthly	C/L	1 x per year
Frames, header and return panels	W/W	Monthly	C/L	1 x every 2 years
Two (2) handrails	W/W	Monthly	C/L	2 x per year
Ceiling panels	W/W	2 x per year	C/L	1 x every 4 years
Door track at first floor (street level)	Not	Applicable	C/O	2 x per year
Three (3) handrails at pedway stair including any stabilizing bars and mounting plates	W/W	Monthly	C/L	2 x per year

Randolph Street – Interior Corridor

Two (2) painted aluminum bulletin boards	T/U W/W	<u>1 x per year</u> Monthly	C/P&P	1 x every 6 years
Two (2) groups of bronze ornamental medallions located near marble lion's head between bulletin boards	W/W	1 x per year	C/L	1 x every 4 years
Entrance to Room #103 consisting of:				
Two (2) bronze swing door (both sides)	T/U W/W	<u>2 x per year</u> Monthly	C/L	1 x per year
One (1) bronze sidelight frames (lobby side)	T/U W/W	1 x per year Monthly	C/L	1 x every 4 years
Two (2) three-section window frames	W/W	1 x per year	C/L	1 x every 6 years
Two (2) painted ornamental wall grilles (convector covers)	W/W	2 x per year	C/P&P	1 x every 6 years
Entrance to Room #103 consisting of:				
Two (2) bronze swing door (both sides)	T/U W/W	<u>2 x per year</u> Monthly	C/L	1 x per year
One (1) bronze transom window (lobby side)	W/W	1 x per year	C/L	1 x every 6 years
One (1) bronze transom light (lobby side)	W/W	1 x per year	C/L	1 x every 6 years
One (1) bronze sidelight frames (lobby side)	T/U W/W	1 x per year Monthly	C/L	1 x every 4 years
Four (4) ornamental bronze chandeliers, chains and escutcheons	W/W	1 x per year	C/L	1 x every 4 years
Three (3) bronze ceiling mounted "can" type light fixtures	W/W	1 x per year	C/L	1 x every 4 years

**12.26. CULTURAL CENTER – 78 E. WASHINGTON**

**Randolph Street Side – North Wing**

Two (2) Sidewalk mounted handrails (oxidized bronze) along ramp adjacent to entrance	W/W	12 x per year	OX/L T/U	1 x per year 1 x per year
Three (3) stair mounted handrails (natural satin bronze) adjacent to entrance	W/W	12 x per year	C/L	2 x per year
Both side of two (2) outer entrances (oxidized bronze) including two (2) swing door, one (1) transom window frame, door jambs and four (4) handles (natural satin bronze)	W/W	12 x per year	OX/L T/U	1 x per year 1 x per year
Two (2) sign plaques (natural satin bronze) adjacent to entrance	W/W	12 x per year	C/L	1 x per year
Two (2) sign plaques (natural satin bronze) at corner of Michigan Ave.	W/W	12 per year	C/L	1 x per year
Exterior side of one (1) two-section window frame (simulated bronze) adjacent to entrance	W/W	4 x per year	C/L	1 x per year
Both side of two (2) security entrances (bronze) including door jambs (oxidized bronze), transom frame (oxidized bronze) and two (2) kick plate (natural satin bronze)	W/W	4 x per year	OX/L T/U	1 x every 2 years 1 x every 2 years
Both sides of two (2) inner entrances (oxidized bronze) including two (2) swing doors, door jambs, ornate two-section transom frame (natural satin highlights) and eight (8) handles (natural satin bronze)	W/W	4 x per year	OX/L T/U	1 x every 2 years 1 x every 2 years

**Randolph Street Side – North Wing Interior – 1<sup>st</sup> Floor**

Exterior side of two (2) pedway elevator fronts (natural satin and polished bronze) including one (1) center opening elevator front at lobby level and one (1) center opening elevator front at pedway level	W/W	4 x per year	OX/L T/U	1 x every 2 years 1 x every 2 years
Elevator at lobby and pedway levels (natural satin bronze) including two (2) call button plates, two (2) direction indicator plates and two (2) fire key plates	W/W	4 x per year	OX/L T/U	1 x every 2 years 1 x every 2 years
Interior of one (1) passenger elevator cab (polished satin bronze) in pedway including center opening doors, door jambs, two (2) return panels, wall strips, ceiling panels, base plates and handrails	W/W	4 x per year	P/L T/U	1 x every 2 years 1 x every 2 years
Exterior side of two (2) main building elevator fronts (natural satin bronze) including center opening doors, door jambs and one (1) direction indicator plate	W/W	4 x per year	C/L	1 x every 4 years
Elevator at lobby level (natural satin bronze) including two (2) call button plates and two (2) wheelchair accessible sign plates	W/W	4 x per year	C/L	2 x per year
Exterior side of two (2) main building Elevator fronts (natural satin bronze) including center opening doors, door jambs and one (1) direction indicator plate	W/W	4 x per year	C/L	1 x every 4 years
Elevator at lobby level (natural satin bronze) including two (2) call button plates and two (2) wheelchair accessible sign plates	W/W	4 x per year	C/L	2 x per year
Interior of two (2) passenger elevator cabs (natural satin bronze) including center opening doors, door jambs, two (2) return panels, wall	W/W	4 x per year	C/L T/U	1 x every 4 years 1 x every 4

strips, ceiling panels and base plate				years
Both sides of entrance to "Kraft TV Center" (bronze) including top and bottom shoes on two (2) glass swing doors (oxidized bronze) and four (4) handles (natural satin bronze)	W/W	2 x per year	OX/L T/U	1 x every 4 years 1 x every 4 years
	W/W	2 x per year	C/L T/U	
				1 x every 4 years 1 x every 4 years
Both sides of four (4) entrances to "TV Exhibition Gallery" (bronze) including top and bottom shoes on two (2) glass swing doors (oxidized bronze) and four (4) handles (natural satin bronze)	W/W	2 x per year	OX/L T/U	1 x every 4 years 1 x every 4 years
	W/W	2 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Both sides of two (2) entrances (bronze) to "Museum of Broadcast Communications" including top and bottom shoes on two (2) glass swing doors (oxidized bronze) and Four (4) handles (natural satin bronze)	W/W	2 x per year	OX/L T/U	1 x every 4 years 1 x every 4 years
	W/W	2 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Plaque below "Ira J. Bach Bust" (natural satin bronze)	W/W	2 x per year	C/L	1 x every 4 years
Two (2) sets spoon handles (natural satin bronze) adjacent to west elevator	W/W	2 x per year	C/L T/U	1 x per year 1 x every 4 years

**Randolph Street Side – North Wing Interior – 2<sup>nd</sup> Floor**

Exterior side of two (2) elevator fronts (natural satin bronze) including base on doors and jambs, one (1) call button plate and one (1) direction indicator plate	W/W	4 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Both sides of "Rotunda" entrance (natural satin bronze) including two (2) doorknobs, four (4) kick plates on two (2) wood swing doors	W/W	2 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Both sides of two (2) ornate window frames (natural satin bronze) adjacent to "Rotunda" entrance including center grilles (simulated bronze)	W/W	2 x per year	C/L	1 x every 4 years
Four (4) floor mounted light bar covers (oxidized bronze) adjacent to "Rotunda" entrance	W/W	2 x per year	OX/L	2 x per year
Two (2) pull handles (natural satin bronze) on swing doors to "Prairie Passage Room"	W/W	4 x per year	C/L	1 x every 2 years
Wood swing doors along "Rotunda" including eight (8) door knobs, one (1) push plate, one (1) panic bar and one (1) pull handle (all natural	W/W	2 x per year	C/L	1 x every 4 years

satin bronze)				
Two (2) swing doors at entrance to "Rotunda" conference room including two (2) pull handles and two (2) panic bars (all natural satin bronze)	W/W	2 x per year	C/L	1 x every 2 years
Four (4) six-section display cases with ornate border (oxidized bronze) on "Rotunda" side	W/W	2 x per year	OX/L	1 x every 8 years

**Randolph Street Side – North Wing Interior – 3<sup>rd</sup> Floor**

Interior side of ornate window frame (natural satin bronze) on riser between 2 <sup>nd</sup> and 3 <sup>rd</sup> floors including grill on riser (simulated bronze) button plate and one (1) direction indicator plate	W/W	2 x per year	C/L	1 x every 4 years
Exterior of two (2) elevator fronts (natural satin bronze) including base on doors and jambs, one (1) call button plate and one (1) direction indicator plate	W/W	4 x per year	C/L T/U	1 x every 4 years 1 x every 4 years

**Randolph Street Side – North Wing Interior – 4<sup>th</sup> Floor**

Exterior side of two (2) elevator fronts (natural satin bronze) including base on doors and jambs, one (1) call button plate and one (1) direction indicator plate	W/W	4 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Swing doors (natural satin bronze) at entrance to "Exhibition Hall" including two (2) pull handles and two (2) push handles	W/W	2 x per year	C/L	1 x per year
Wood entrance doors at hallway to "Sidney Yates Gallery" including two (2) pull handles and two (2) push handles (all natural satin bronze)	W/W	2 x per year	C/L	1 x per year
Swing doors at north entrance from "Sidney Yates Gallery" to "Exhibition Hall" including two (2) pull handles and two (2) push handles	W/W	2 x per year	C/L	1 x per year
Wood doors at north entrance from "Sidney Yates Gallery" to "Exhibition Hall" including two (2) pull handles and two (2) push handles	W/W	2 x per year	C/L	1 x per year
Approximately seventy feet (70') of cap (oxidized bronze) along walkway from north to south wing	W/W	2 x per year	C/L	1 x per year

**Washington Street Side – South Wing**

Four (4) stair mounted handrails (natural satin bronze)	W/W	12 x per year	C/L	2 x per year
Both sides of six (6) outer entrance swing doors (oxidized bronze) including six (6) handles (natural satin bronze)	W/W	12 x per year	OX/L T/U	1 x per year 2 x per year

**Washington Street Side – South Wing Interior – 1<sup>st</sup> Floor**

Five (5) sign plaques (natural satin bronze) four (4) are adjacent to entrance and one (1) is on stairway riser between 1 <sup>st</sup> and 2 <sup>nd</sup> floor	W/W	2 x per year	C/L	1 x every 4 years
Exterior side of two (2) main building elevator fronts (natural satin bronze) including center opening doors, door jambs and one (1) direction indicator plate	W/W	4 x per year	C/L	1 x every 4 years
Elevator on lobby level (natural satin bronze) including two (2) call button and two (2) wheelchair accessible sign plates	W/W	4 x per year	C/L	2 x per year
Interior in two (2) passenger elevator cabs	W/W	4 x per year	C/L	1 x every 4

(natural satin bronze) including center opening doors, door jambs, two (2) return panels, wall strips, ceiling panels and base plate			T/U	years 1 x every 4 years
Both sides of entrance to "Claudia Cassidy Theatre" lobby including two (2) pull handles and two (2) panic bars (all natural satin bronze)	WW	2 x per year	C/L	1 x per year
Floor-mounted handrails (oxidized bronze in "Claudia Cassidy Theatre" lobby	WW	2 x per year	OX/L	1 x every 2 years
Steel swing doors in "Claudia Cassidy Theatre" proper including four (4) push handles with back plates and four (4) pull handles (all oxidized bronze	WW	2 x per year	OX/L	1 x every 2 years
Three (3) floor mounted handrails (oxidized bronze) adjacent to stage area	WW	2 x per year	OX/L	1 x per year
Both sides of wood swing door adjacent to stage including one (1) pull handle and one (1) panic bar (all natural satin bronze)	WW	2 x per year	OX/L	1 x per year
Approximately one hundred sixty feet (160') of cap (oxidized bronze) along walkway from south to north wing	WW	4 x per year	OX/L	1 x per year
Restroom hardware including eight (8) push plates and eight (8) pull handles (all natural satin bronze)	WW	4 x per year	C/L	1 x per year
Seven (7) panic bar (natural satin bronze) on emergency exit doors	WW	2 x per year	C/L	1 x per year
One (1) standpipe (natural satin bronze) on Michigan Ave.	WW	12 x per year	C/L	1 x per year

Washington Street Side – South Wing Interior – 2<sup>nd</sup> Floor

Exterior of two (2) elevator fronts (natural satin bronze) including base on doors and jambs, one (1) call button plate and one (1) direction indicator plate	WW	4 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Both sides of entrance (bronze to "MBC Archives Theatre" including top and bottom shoes on two (2) glass swing doors (oxidized bronze) and Four (4) handles (natural satin bronze)	WW	2 x per year	OX/L T/U  C/L T/U	1 x every 4 years 1 x every 4 years  1 x every 4 years 1 x every 4 years
Both sides of rear entrance door to "Nielsen Center" including one (1) pull handle and one (1) push handle (both natural satin bronze	WW	2 x per year	C/L	1 x per year
Both sides of office door adjacent to "Nielsen Center" including one (1) pull handle and one (1) push handle (all natural satin bronze)	WW	2 x per year	C/L	1 x per year
Both sides of door to "Employee Vending Area" including two (2) pull handles and two (2) panic bars (all natural satin bronze)	WW	2 x per year	C/L	1 x per year

Washington Street Side – South Wing Interior – 3<sup>rd</sup> Floor

Exterior of two (2) elevator fronts (natural satin bronze) including base on doors and jambs, one (1) call button plate and one (1) direction indicator plate	W/W	4 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Wood doors at "Preston Bradley Hall" reception areas including five (5) doorknobs	W/W	2 x per year	C/L	1 x every 4 years
Sixteen (16) large panels with frame (oxidized bronze) in "Preston Bradley Hall" including transom grill (simulated bronze)	W/W	4 x per year	OX/L	1 x every 8 years
Both sides of ramp entrance to "Preston Bradley Hall" including one (1) swing door (oxidized bronze), side panes (oxidized bronze) and transom grill (simulated bronze)	W/W	4 x per year	OX/L	1 x every 2 years

Washington Street Side – South Wing Interior – 4<sup>th</sup> Floor

Exterior of two (2) elevator fronts (natural satin bronze) including base on doors and jambs, one (1) call button plate and one (1) direction indicator plate	W/W	4 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Interior ornate window guard (natural satin bronze) on riser between 3 <sup>rd</sup> and 4 <sup>th</sup> floor	W/W	2 x per year	C/L	1 x every 4 years
East and west entrance doors including two (2) pull handles and one (1) push handle (all natural satin bronze)	W/W	2 x per year	C/L	1 x every 4 years
Wood doors at top of stairs including two (2) doorknobs with back plates (natural satin bronze)	W/W	2 x per year	C/L	1 x every 4 years

Washington Street Side – South Wing Interior – 5<sup>th</sup> Floor

Exterior of two (2) elevator fronts (natural satin bronze) including base on doors and jambs, one (1) call button plate and one (1) direction indicator plate	W/W	4 x per year	C/L T/U	1 x every 4 years 1 x every 4 years
Both sides of two (2) entrances adjacent to "Chicago Children's Choir" including four (4) pull handles and four push handles (all natural satin bronze)	W/W	2 x per year	C/L	1 x per year
Wood doors to "Chicago Children's Choir" including two (2) doorknobs with back plates (natural satin bronze)	W/W	2 x per year	C/L	1 x per year
West entrance doors to "Chicago Children's Choir" including two (2) pull handles and two (2) panic bars	W/W	2 x per year	C/L	1 x per year

**12.27. CHICAGO POLICE HEADQUARTERS – 3510 S. MICHIGAN AVE.**

**Michigan Ave. Entrance**

Wall mounted stainless steel letters reading "Chicago Police Headquarters"	C/O	4 x per year	Not	applicable
One (1) wall mounted stainless steel standpipe adjacent to entrance	C/O	4 x per year	Not	applicable
One (1) wall mounted mirror stainless steel star insignia with letters reading "Chicago Police"	C/O	4 x per year	Not	applicable
One (1) stainless steel revolving door unit including: wings, wall, ceiling, inner and outer shells	C/O	4 x per year	Not	applicable
Exterior side of Michigan Ave. building entrance including: fourteen (14) upper transom window frames, eight (8) sidelights, canopy, six (6) lower window frames, eight (8) sidelights, six (6) swing doors IN and Out, eighteen (18) hinges; four (4) pull handles and six (6) crash bars. the finish for all listed is painted aluminum	C/O	4 x per year	Not	applicable
One (1) stainless steel card reader post and one (1) stainless steel handicap post	C/O	4 x per year	Not	applicable
Two (2) painted aluminum column covers	C/O	4 x per year	Not	applicable
Underneath side and face only of canopy over hang lobby. The finished are painted aluminum and painted steel	C/O	4 x per year	Not	applicable
Forty-four (44) tubular stainless steel supports of canopy	W/W	4 x per year	C/L	4 x per year

**Lobby Interior**

Four (4) stainless steel column covers around security desk	C/O	4 x per year	Not	Applicable
Stainless steel trim on security console desk	C/O	4 x per year	Not	Applicable
Five (5) stainless steel kiosks card readers	W/W	4 x per year	T/U	4 x per year
Exterior of five (5) painted aluminum passenger elevator entrances each including: center-opening doors, transom and along with frame around	W/W	4 x per year	Not	Applicable
Interior of five (5) stainless steel passenger elevators each including: center-opening doors, jambs, two (2) front return panel headers, wall reveals, base plate and three (3) handrails	W/W	4 x per year	T/U	4 x per year
Two (2) wall mounted bronze plaques	W/W	4 x per year	C/L	4 x per year
Exterior side of rear building entrance including: fourteen (14) upper window frames, six (6) lower window frames, eight (8) sidelights, six (6) swing doors IN and OUT, eighteen (18) hinges, four (4) pull handles and six (6) crash bars. The finish is painted aluminum	C/O	4 x per year	Not	Applicable
One (1) stainless steel revolving door unit including: wings, wall, ceiling, inner and outer shells	C/O	4 x per year	Not	Applicable
One (1) stainless steel card reader post and one (1) stainless steel handicap post	C/O	4 x per year	Not	applicable

**12.28. 911/OEMC BUILDING – 1411 W. MADISON ST.**

**Madison Street**

Both sides of outer duranodic aluminum entrance including: four (4) swing doors with stainless steel handles, jambs and five (5) sidelight frames	W/W	4 x per year	C/L	4 x per year
One (1) stainless steel card reader	C/O	4 x per year	Not	Applicable
Both sides of inner duranodic aluminum entrance including: five (5) swing doors with stainless steel handles, jambs and four (4) sidelights	W/W	4 x per year	C/L	4 x per year
Stainless steel on four (4) turn styles	W/W	4 x per year	T/U	4 x per year

**Main Lobby Elevators**

Exterior of three (3) stainless steel elevator entrances each including: center-opening doors with frame around and floor indicator	W/W	4 x per year	T/U	4 x per year
One (1) stainless steel call button plate	W/W	4 x per year	T/U	4 x per year
Interior stainless steel in three (3) passenger elevators each including: center-opening doors, jambs, two (2) return panels, handrails, ceiling panels and wall trim	W/W	4 x per year	T/U	4 x per year

**West Lobby**

Exterior side of one (1) stainless steel elevator entrance each including: center-opening doors with frame around and floor indicator	W/W	4 x per year	T/U	4 x per year
One (1) stainless steel call button plate	W/W	4 x per year	T/U	4 x per year
Interior stainless steel in three (3) passenger elevators each including: center-opening doors, jambs, two (2) return panels, handrails, ceiling panels and wall trim	W/W	4 x per year	T/U	4 x per year

**West Entrance**

Both sides of inner duranodic aluminum entrance including: three (3) swing doors with stainless steel handles and four (4) sidelights	W/W	4 x per year	C/L	4 x per year
Both side of outer duranodic aluminum entrance including: three (3) swing doors with stainless steel handles, four (4) side lights and seven (7) transom frames	W/W	4 x per year	C/L	4 x per year
One (1) stainless steel card reader	W/W	4 x per year	T/U	4 x per year

**West Courtyard**

One (1) bronze wall mounted standpipe	W/W	4 x per year	C/L	4 x per year
One (1) stainless steel planter	W/W	4 x per year	C/L	4 x per year
Eight (8) cast aluminum leafs	C/O	4 x per year	Not	applicable

## 12.29. VARIOUS LIBRARIES

### Albany Park Branch Library – 5150 N. Kimball Ave.

Both side of entrances (aluminum) including two (2) swing doors, one (1) transom frame, vestibule side of one (1) transom and one (1) two-section window frame	C/W	1 x every 4 years 4 x per year	Not	Applicable
	W/W			
Exterior side of framing (aluminum) including twenty-nine (29) upper frames, four (4) lower frames and six (6) two-section	C/W	1 x every 4 years 4 x per year	Not	Applicable
	W/W			

### Austin Branch Library – 5615 W. Grace St.

Hardware on two (2) exterior doors (stainless steel) including two (2) handles, two (2) push plates and two (2) kick plates	C/O	2 x every 4 years 4 x per year	Not	Applicable
	W/W			
Hardware on two (2) interior doors (bronze) including six (6) handles and two (2) kick plates	W/W	4 x per year	Not	Applicable
Exterior window frame and awning (aluminum) including (one (1) five-section window frame and one (1) awning	W/W	4 x per year	A/P	1 x every 4 years

### Bezazian Branch Library -1226 W. Ainslie St.

Both sides of two (2) entrances (aluminum) including two (2) swing doors, One (1) sidelight window frame, two (2) exterior transoms and one (1) clad panel	W/W	4 x per year	A/P	1 x every 4 years
Exterior window frames (aluminum) including eight (8) sets window frames and one (1) five-section frame	W/W	4 x per year	A/P	1 x every 4 years

### Damen Avenue Branch Library – 2046 W. Damen Ave.

Exterior of four (4) entrance swing doors (aluminum) including four (4) kick plates, eight (8) handles and two (2) window frames adjacent to entrance	W/W	4 x per year	A/P	1 x every 4 years
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### Eckhart Park Branch Library – 1371 W. Chicago Ave.

Both sides of one (1) entrance (aluminum) including two (2) swing doors and one (1) transom frame	W/W	4 x per year	A/P	1 x every 4 years
Exterior side of one (1) swing door (aluminum) including one (1) swing door, one (1) clad door, six (6) window frames and two (2) transom frames	W/W	4 x per year	A/P	1 x every 4 years

### Edgebrook Branch Library – 5426 W. Devon Ave.

Both sides of entrance (duranodic aluminum) including two (2) swing doors, four (4) sidelight frames and two (2) transom frames	C/W	1 x every 4 years 4 x per year	Not	Applicable
	W/W			

### Edgewater Branch Library – 1210 W. Elmdale Ave.

Both sides of two (2) entrances (duranodic aluminum) including two (2) swing doors and four (4) sidelight frames	C/W	1 x every 4 years 4 x per year	Not	Applicable
	W/W			

**Galewood Branch Library – 6969 W. Grand Ave.**

Both sides of two (2) entrances (aluminum) including two (2) swing doors, two (2) transom frames and one (1) center panel	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
Exteriors of window frames (aluminum) including ten (10) window frames and one (1) soffit above entrance	W/W	4 x per year	A/P	1 x every 4 years

**Hamlin Park Branch Library – 2205 W. Belmont Ave.**

Exterior of one (21) swing door (bronze) including two (2) handles, two (2) kick plates and one (1) mail slot	W/W	4 x per year	C/L	1 x every 4 years
Exterior of window frames (aluminum) including two (2) window frames	W/W	4 x per year	A/P	1 x every 4 years

**Humbolt Park Branch Library – 1605 N. Troy St.**

Both sides of two (2) entrances (painted aluminum) including two (2) swing doors and surrounding frame and two (2) window frames (exterior side)	W/W	4 x per year	Not	Applicable
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**Independence Branch Library – 3548 W. Irving Park Road**

Both sides of three (3) outer entrances (aluminum) including two (2) swing doors and one (1) transom frame	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
Both sides interior swing doors (aluminum)	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
Seventeen (17) exterior window frames (aluminum)	W/W	4 x per year	A/P	1 x every 4 years

**Jefferson Park Branch Library – 5363 W. Lawrence Ave.**

Both sides of two (2) entrances (aluminum) including two (2) swing doors, two (2) sidelight window frames, one (1) exterior sign frame and one (1) transom frame	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
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**Legler Branch Library – 115 S. Pulaski Road**

Hardware on eleven (11) wood doors (bronze) including eleven (11) handles, eleven (11) push plates and sixteen (16) kick plates	W/W	4 x per year	C/L	2 x per year
Hardware (bronze) on one (1) employee door	W/W	4 x per year	C/L	2 x per year
Three (3) transom grilles (bronze) (exterior)	W/W	4 x per year	C/L	2 x per year

**Lincoln Park Branch Library – 1150 W. Fullerton Ave.**

Four (4) outer entrance swing doors (bronze) including eight (8) handles	W/W	4 x per year	C/L	2 x per year
Two (2) inner entrance swing doors (bronze) including three (3) handles	W/W	4 x per year	C/L	2 x per year

**Logan Square Branch Library – 3255 W. Altgeld St.**

Both sides of two (2) entrances (duranodic aluminum) including two (2) swing doors, one (1) sidelight window frame and one (1) exterior small window frame	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
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**Mabel Manning Branch Library – 6 S. Hoyne Ave.**

Four (4) doors (stainless steel) including six (6) handles, two (2) push plates and four (4) kick plates	C/O W/W	1 x per year 4 x per year	Not	Applicable
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**Mayfair Branch Library – 4400 W. Lawrence Ave.**

Thirty-three (33) exterior letters (bronze) that read "Chicago Public Library Mayfair Branch"	W/W	4 x per year	C/L	2 x per year
Both side of one (1) swing door (painted aluminum) including one (1) swing door and two (2) side light frames	W/W	4 x per year	Not	Applicable

**John Merlo Branch Library – 644 W. Belmont Ave.**

Both sides four (4) swing doors (duranodic aluminum) with stainless steel hardware	C/W W/W	1 x every 4 year 4 x per year	Not	Applicable
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**North Austin Branch Library – 5724 W. North Ave.**

Hardware on four (4) exterior doors (bronze) including four (4) handles and eight (8) kick plates	W/W	4 x per year	C/L	2 x per year
Hardware on two (2) interior doors (bronze) including four (4) handles and four (4) kick plates	W/W	4 x per year	C/L	2 x per year

**North Lakeview Branch Library – 3754 N. Southport Ave.**

Hardware on one (1) door (bronze) including two (2) handles	W/W	4 x per year	C/L	2 x per year
Exterior of window frames (aluminum) including twelve (12) window frames	W/W	4 x per year	C/L	2 x par year

**North Pulaski Branch Library – 4300 W. North Ave.**

Both sides of one (1) entrance (aluminum) including two (2) swing doors and one (1) six-section window frame	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
Exterior of four (4) five -section window frames (aluminum)	C/W W/W	1 x every 4 years 4 x per year	Not	applicable

**Northtown Branch Library – 6435 N. California Ave.**

Both sides of entrances (aluminum) including two (2) swing doors, one (1) sidelight window frame, and one lower clad panel	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
Exterior of lower window frames (aluminum) including twelve (12) window frames and four (4) lower panels	W/W	4 x per year	A/P	1 x every 4 years

**Orlolo Park Branch Library – 5201 N. Oketo Ave.**

Both sides of two (2) swing doors (aluminum) including exterior of seven (7) window frames, both sides of sidelight window frame, vestibule frame and two (2) transom frames	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
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**Portage-Cragin Branch Library – 5108 W. Belmont Ave.**

Both sides of two (2) entrances (duranodic aluminum) including two (2) swing doors, two (2) sidelight window frames and vestibule side of four (4) side window frames	C/W W/W	1 x every 4 years 4 x per year	Not	Applicable
Exterior side of aluminum including four (4) window frames, two (2) sidelight window frames, one (1) transom frame, one (1) fascia and two (2) display frames	W/W	4 x per year	C/L	2 x per year

**Roden Branch Library – 6083 Northwest Highway**

Both sides of three (3) entrances (duranodic aluminum and bronze) including two (2) swing doors and four (4) handles (bronze)	C/O W/W	1 x every 4 years 4 x per year	C/L	2 x per year
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**Rogers Park Branch Library – 6907 N. Clark St.**

Both sides of three (3) entrances (aluminum) including two (2) swing doors, one (1) sidelight frame, one (1) transom frame and one (1) clad panel (exterior)	W/W	4 x per year	A/P	1 x every 4 years
Exterior of nine (9) window frames (aluminum) including two (2) display frames and one (1) lower panel	W/W	4 x per year	A/P	1 x every 4 years

**Uptown Branch Library – 929 W. Buena Ave.**

Hardware (bronze) on four (4) doors	W/W	4 x per year	C/L	2 x per year
Exterior of One (1) five-section window frame (aluminum)	W/W	4 x per year	C/L	2 x per year
Two (2) sets of exterior letters (bronze) that read "Chicago Public Library Uptown Branch"	C/W	1 x every 4 years	C/L	1 x every 4 years
One (1) light bar (aluminum)	C/W W/W	1 x every 4 years 4 x per year	C/L	1 x every 4 years

**West Addison Branch Library – 7536 W. Addison St.**

Both sides of two (2) entrances (duranodic aluminum) including one (1) swing door, one (1) transom frame and two (2) sidelight frames (exterior)	C/W W/W	1 x every 4 years 4 x per year	Not	applicable
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**West Belmont Branch Library – 3104 N. Narragansett Ave.**

Both sides of two (2) entrances (duranodic aluminum) including two (2) swing doors and one (1) sign frame	C/W W/W	1 x every 4 years 4 x per year	Not	applicable
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## 13. PROPOSAL PAGES

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**CITY OF CHICAGO  
BLANKET PURCHASE ORDER**

Original (DPS)  
Reprint

\*\*\*PRELIMINARY\*\*\*

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

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
		21878	49093A	50699021	A			1

**BUYER:**

31803 THERESA MC DONNELL 312-744-4919

**ORDERED FROM:**

METAL MAINTENANCE  
723 N OGDEN  
CHICAGO, IL 60622

**PO DESCRIPTION: ARCHITECTURAL METAL CLEANING SERVICES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
1	9105320501	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, CITY HALL, 121 N. LASALLE	Job	3,600.00
2	9105320503	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, THE CULTURAL CENTER, 78 E. WASHINGTON	Job	1,440.00
3	9105320505	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, CHICAGO POLICE HQ., 3510 S. MICHIGAN	Job	2,880.00
4	9105320507	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, OEMC / 911 CENTER, 1411 W. MADISON	Job	270.00
5	9105320962	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
6	9105320964	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00
7	9105320986	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
8	9105320968	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
9	9105320970	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
10	9105320972	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00
11	9105320974	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
12	9105320976	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
13	9105320390	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
14	9105320392	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00
15	9105320394	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
16	9105320396	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
17	9105320398	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
18	9105320400	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00

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**CITY OF CHICAGO  
BLANKET PURCHASE ORDER**

Original (DPS)  
Reprint

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DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
		21878	49093A	50699021	A			2

**BUYER:**

31803 THERESA MC DONNELL 312-744-4919

**ORDERED FROM:**

METAL MAINTENANCE  
723 N OGDEN  
CHICAGO, IL 60622

**PO DESCRIPTION: ARCHITECTURAL METAL CLEANING SERVICES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
19	9105320402	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
20	9105320404	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
21	9105320680	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
22	9105320682	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	68.00
23	9105320684	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
24	9105320686	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00
25	9105320688	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
26	9105320690	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	68.00
27	9105320692	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
28	9105320694	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00
29	9105320330	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
30	9105320332	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00
31	9105320334	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
32	9105320336	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
33	9105320338	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
34	9105320340	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00
35	9105320342	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
36	9105320344	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
37	9105320630	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
38	9105320632	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00

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		21878	49093A	50699021	A			3

**BUYER:**

31803 THERESA MC DONNELL 312-744-4919

**ORDERED FROM:**

METAL MAINTENANCE  
723 N OGDEN  
CHICAGO, IL 60622

**PO DESCRIPTION: ARCHITECTURAL METAL CLEANING SERVICES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
39	9105320634	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
40	9105320636	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
41	9105320638	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
42	9105320640	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	57.00
43	9105320642	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	45.00
44	9105320644	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	57.00
45	9105320300	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
46	9105320302	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	66.00
47	9105320304	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
48	9105320306	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00
49	9105320308	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
50	9105320310	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	68.00
51	9105320312	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
52	9105320314	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00
53	9105320600	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
54	9105320602	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	68.00
55	9105320804	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
56	9105320606	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00
67	9105320608	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
58	9105320610	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	68.00

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		21878	49093A	50699021	A			4

**BUYER:**

31803 THERESA MC DONNELL 312-744-4919

**ORDERED FROM:**

METAL MAINTENANCE  
723 N OGDEN  
CHICAGO, IL 60622

**PO DESCRIPTION: ARCHITECTURAL METAL CLEANING SERVICES**

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
59	9105320612	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
60	9105320614	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00
61	9105320360	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
62	9105320362	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	68.00
63	9105320364	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
64	9105320366	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00
65	9105320368	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
68	9105320370	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	68.00
67	9105320372	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	55.00
88	9105320374	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	68.00

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PU0851

City of Chicago  
Catalog RFQ - No Group Lines

**ACCEPTED**

**RFQ Header Information**

Please Respond By 5/5/2009

RFQ Number 3148

Ship To Location 038-2105 BUR PRP MGT

For More Information Please Contact THERESA MC DONNELL

312-744-4919

RFQ Description ARCHITECTURAL METAL CLEANING SERVICES

Special Instructions

Your Quote is Effective as of 5/5/2009

RFQ Status Active

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

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

**RFQ Header Details**

Contract Type WORK SERVICES / FACILITIES

Target Market NO

Advertise Date 4/8/2009

WEB BID EdIt Rules ALL

Specification 49093A

Procurement Type BID

Bid Deposit Required NO

**ACCEPTED**

**Compliance Officer**

**Compliance Type Description**

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

City of Chicago  
Catalog RFQ - No Group Lines

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Work Services	9105320501	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, CITY HALL, 121 N. LASALLE	Job	12	\$ 3,600.00	(N/A)	\$ 43,200.00	(N/A)	N/A
2	Work Services	9105320503	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, THE CULTURAL CENTER, 78 E. WASHINGTON	Job	12	\$ 1,440.00	(N/A)	\$ 17,280.00	(N/A)	N/A
3	Work Services	9105320505	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, CHICAGO POLICE HQ., 3610 S. MICHIGAN	Job	12	\$ 2,880.00	(N/A)	\$ 34,560.00	(N/A)	N/A
4	Work Services	9105320507	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - COMPREHENSIVE QUARTERLY SERVICE AS STATED IN THE DETAILED SPECIFICATION, OEMC / 911 CENTER, 1411 W. MADISON	Job	12	\$ 270.00	(N/A)	\$ 3,240.00	(N/A)	N/A
5	Work Services	9105320962	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
6	Work Services	9105320964	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
7	Work Services	9105320966	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
8	Work Services	9105320968	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
9	Work Services	9105320970	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A

City of Chicago  
Catalog RFQ - No Group Lines

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Rebate %	Extended Price	Catalog # / ID, Date and Mfr	Comments
10	Work Services	9105320972	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
11	Work Services	9105320974	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
12	Work Services	9105320976	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - WASH AND WAX, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
13	Work Services	9105320980	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
14	Work Services	9105320982	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
15	Work Services	9105320984	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
16	Work Services	9105320986	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
17	Work Services	9105320988	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
18	Work Services	9105320400	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
19	Work Services	9105320402	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A

City of Chicago  
Catalog RFQ - No Group Lines

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mir	Comments
20	Work Services	9105320404	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND WAX, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
21	Work Services	9105320680	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
22	Work Services	9105320682	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
23	Work Services	9105320684	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
24	Work Services	9105320686	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
25	Work Services	9105320688	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
26	Work Services	9105320690	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
27	Work Services	9105320692	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
28	Work Services	9105320694	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - TOUCH-UP, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
29	Work Services	9105320330	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A

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City of Chicago  
Catalog RFQ - No Group Lines

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
30	Work Services	9105320332	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
31	Work Services	9105320334	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
32	Work Services	9105320336	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
33	Work Services	9105320338	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
34	Work Services	9105320340	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
35	Work Services	9105320342	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
36	Work Services	9105320344	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN ONLY, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
37	Work Services	9105320630	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
38	Work Services	9105320632	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
39	Work Services	9105320634	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A

City of Chicago  
Catalog RFQ - No Group Lines

PU0851

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mir	Comments
40	Work Services	9105320636	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
41	Work Services	9105320638	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
42	Work Services	9105320640	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
43	Work Services	9105320642	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 45.00	(N/A)	\$ 6,750.00	(N/A)	N/A
44	Work Services	9105320644	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH ONLY, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 57.00	(N/A)	\$ 1,710.00	(N/A)	N/A
45	Work Services	9105320300	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
46	Work Services	9105320302	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
47	Work Services	9105320304	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
48	Work Services	9105320306	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
49	Work Services	9105320308	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A

Spec# 43953A

City of Chicago  
Catalog RFQ - No Group Lines

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
50	Work Services	9105320310	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
51	Work Services	9105320312	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
52	Work Services	9105320314	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - CLEAN AND LACQUER, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
53	Work Services	9105320600	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
54	Work Services	9105320602	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
55	Work Services	9105320604	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
56	Work Services	9105320606	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
57	Work Services	9105320608	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
58	Work Services	9105320610	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
59	Work Services	9105320612	91053	ARCHITECTURAL METAL CLEANING AND REFINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A

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City of Chicago  
Catalog RFQ - No Group Lines

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
60	Work Services	9105320614	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - POLISH AND LACQUER, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
61	Work Services	9105320360	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
62	Work Services	9105320362	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
63	Work Services	9105320364	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
64	Work Services	9105320366	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, 1 STORY AND UNDER, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
65	Work Services	9105320368	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, INTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
66	Work Services	9105320370	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, INTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A
67	Work Services	9105320372	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, EXTERIOR, STRAIGHT TIME HOURLY RATE	Hour	150	\$ 55.00	(N/A)	\$ 8,250.00	(N/A)	N/A
68	Work Services	9105320374	91053	ARCHITECTURAL METAL CLEANING AND FINISHING SERVICE - CLEAN, PRIME AND PAINT, OVER 1 STORY, EXTERIOR, OVERTIME HOURLY RATE	Hour	30	\$ 68.00	(N/A)	\$ 2,040.00	(N/A)	N/A

Total Price \$ 398,280.00

ACCEPTED

NOT ACCEPTED

## 14. ADDITIONAL PROPOSAL INFORMATION

### 14.1. PERSON TO CONTACT REGARDING BID:

NAME: Michelle Mata PHONE (312) 432-9700

ADDRESS: 723 N. Ogden  
Chicago, IL 60642

### 14.2. REFERENCES:

Bidder must be in the business of Architectural Metal Cleaning Services and demonstrate sufficient capacity to furnish the services as specified herein. Therefore, upon request of the Chief Procurement Officer or authorized representative, the Bidder, must submit the following information.

A listing of previous and current contracts similar in size and scope as the required services. The list must include the following information:

1. COMPANY: Lincoln Property Co.  
ADDRESS: 221 N. LaSalle, Chicago IL 60610  
CONTACT: Jim Johnson PHONE (312) 332-7878  
DESCRIPTION OF WORK: architectural metal cleaning/refinishing  
DATE(S) WORK PERFORMED: 1992 to present  
DOLLAR VALUE OF WORK: \$23,000 annual
  
2. COMPANY: Piedmont  
ADDRESS: 35 W. Wacker, Chicago IL 60601  
CONTACT: Terrance Malone PHONE (312) 220-1838  
DESCRIPTION OF WORK: architectural metal cleaning/refinishing  
DATE(S) WORK PERFORMED: 2000 to present  
DOLLAR VALUE OF WORK: \$20,160 annual
  
3. COMPANY: Dorchester Corporation  
ADDRESS: 35 E. Wacker, Chicago IL 60601  
CONTACT: Rudy Banducci PHONE (312) 726-4260  
DESCRIPTION OF WORK: architectural metal cleaning/refinishing  
DATE(S) WORK PERFORMED: 2001 to present  
DOLLAR VALUE OF WORK: \$23,796 annual

4. COMPANY: Colliers B&K  
ADDRESS: 400-410 N. Michigan, Chicago IL 60611  
CONTACT: Helen Pitorak PHONE (312) 923-8089  
DESCRIPTION OF WORK: architectural metal refinishing/cleaning  
DATE(S) WORK PERFORMED: 1998 to present  
DOLLAR VALUE OF WORK: \$37,500 annual

5. COMPANY: Winthrop Management  
ADDRESS: 311 N. Monroe, Chicago IL 60606  
CONTACT: Terri Kirby PHONE (312) 346-6274  
DESCRIPTION OF WORK: architectural metal refinishing/cleaning  
DATE(S) WORK PERFORMED: 2002 to present  
DOLLAR VALUE OF WORK: \$11,436 annual

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning bidder's record of past performance.

**14.3. EXCEPTIONS (EXPLAIN):**

N/A

The Bidder's failure to furnish the above information, upon request, will result in the disqualification of the Bidder.

**15. AFFIDAVIT OF CHICAGO BUSINESS**

This is a competitively bid Contract. Failure to complete and submit this form with the bid at the time of the bid opening may be cause for rejection of the bid for being non-responsive.

1. Is bidder/proposer a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language?

Yes                      ( ) No

2. Street address of principal place of business:

723 N. Ogden Avenue

Chicago, IL 60642

3. How many persons are currently employed by bidder? 12

4. How many of bidder's current employees work at City of Chicago locations: 12

5. Is bidder subject to City of Chicago taxes?

Yes                      ( ) No

Michelle D. Mata  
Signed

Michelle D. Mata  
Printed Name

General Manager  
Title

(Representative capacity)

County of Cook

State of Illinois

Acknowledged under oath on (date) May 4 - 2009

Before me by Michelle Mata

As Michelle D. Mata

(title) General Manager

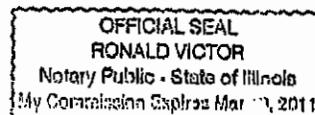
of (firm) Metal Maintenance Inc.

[Signature]

Notary Public

Seal

Commission expires: 3-19-2011



**17. PROPOSAL TO BE EXECUTED BY A CORPORATION**

The undersigned, hereby acknowledges having received **Specification No.:** 49093A containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) N/A, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

NAME OF CORPORATION: Metal Maintenance, Inc

SIGNATURE OF PRESIDENT\*: [Signature] (Print or Type)  
(Or Authorized Officer)

TITLE OF SIGNATORY: President  
(Print or Type)

BUSINESS ADDRESS: 723 N. Ogden, Chicago IL 60642  
(Print or Type)

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

ATTEST: [Signature]  
Corporate Secretary Signature

(Affix Corporate Seal)

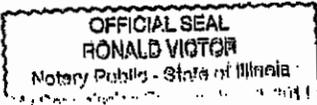
State of Illinois

County of Cook

This instrument was acknowledged before me on this 4th day of May, 2009, by Douglas Polan as President (or other authorized officer) and Michelle Mata as Secretary of Metal Maintenance (Corporation Name)

Notary Public Signature: [Signature]

Commission Expires: 3-19-2011 (Seal)



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

The undersigned, hereby acknowledges having received **Specification No.:** 49093A containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

BUSINESS NAME: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

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

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

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

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

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

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

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

Subscribed and sworn to before me by each of the foregoing individuals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

(Seal)

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

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

The undersigned, hereby acknowledges having received **Specification No.: 49093A** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFO), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

SIGNATURE OF PROPRIETOR: \_\_\_\_\_  
(Signature)

DOING BUSINESS AS: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

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

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

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_  
(name/s of person/s)

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

(Seal)

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

**20. 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.

**TERM AGREEMENT  
DEPENDS UPON REQUIREMENT**

Total Amount of Contract: \$ 398,290.00 D.U.R.

Fund Chargeable: 01-100-38-2105-0125-0125 (VARIOUS)

Stux M 6/1/10  
City Comptroller  
*[Handwritten initials]*

Jamie DeW 6/3/10  
Chief Procurement Officer  
*[Handwritten initials]*

Richard M. Daley  
Mayor  
*[Handwritten initials]*

Contract Awarded and Released on this 7th day of June, 2010

## Disclosure Summary Sheet

**Contract (PO) Number:** 21878

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**Specification Number:** 49093A

**Name of Contractor:** METAL MAINTENANCE

**City Department:** DEPT OF GENERAL SERVICES

**Title of Contract:** ARCHITECTURAL METAL CLEANING SERVICES

**Term of Contract: Start Date:** 7/12/2010

**End Date:** 7/11/2013

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$392,280.00

**Brief Description of Work:** ARCHITECTURAL METAL CLEANING SERVICES

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

**Vendor Number:** 50699021

**Submission Date:**

7/20/10

**INSTRUCTIONS FOR COMPLETING  
CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

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

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

For purposes of this EDS:

**"Applicant"** means any entity or person making an application to the City for action requiring City Council or other City agency approval.

**"Disclosing Party"** means any entity or person submitting an EDS.

**"Entity" or "Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**"Person"** means a human being.

**WHO MUST SUBMIT AN EDS:**

An EDS must be submitted in any of the following three circumstances:

1. **Applicants:** An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
2. **Entities holding an interest:** Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. **Controlling entities.** Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

**16. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

**16.1. SECTION I -- GENERAL INFORMATION**

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

Metal Maintenance, Inc.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1.  the Applicant

OR

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

OR

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

B. Business address of Disclosing Party: 723 N. Ogden Ave.

Chicago, IL 60642

C. Telephone: 312-432-9700 Fax: 312-432-9790 Email: mdmata@metal-  
maintenance.com

D. Name of contact person: Michelle Mata

E. Federal Employer Identification No.: 36-3608786

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

Architectural Metal Cleaning Services

G. Which City agency or department is requesting this EDS? DEPARTMENT OF PROCUREMENT SERVICES

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

Specification Number: 49093A and RFQ Number: 3148

**16.2. SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

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

\* Note B.1.b below.

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

*Illinois*

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

- Yes  No  N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

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

Name	Title
<u>Douglas J. Golan</u>	<u>President</u>
_____	_____
_____	_____
_____	_____

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

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

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
N/A		

**16.3. SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

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

N/A

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*Golan Full Ownership?*

**16.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in

connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

Name (Indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (Indicate whether paid or estimated)
(anticipated) Smith Maintenance Co	205 W. Randolph #1645 Chicago IL 60606	Subcontractor	\$67,309.32 (Estimate)
(anticipated) DC Enterprises	2722 S. Hallock, Chic, IL 60608	Supplier	\$17,922.00 (Estimate)

(Add sheets if necessary)

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

**16.5. SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

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

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

- Yes       No

**B. FURTHER CERTIFICATIONS**

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

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

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

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

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

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

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

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

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

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

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

N/A

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

**C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

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

**1. CERTIFICATION**

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

is  is not

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

2. If the Disclosing Party is a financial institution, then the Disclosing Party pledges:

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

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

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

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

**B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

Is the Disclosing Party the Applicant?

Yes  No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes  No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes  No

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

Yes  No

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

N/A

**16.7. SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

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

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

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

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

The Disclosing Party represents and warrants that:

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

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

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

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

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

N/A

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

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

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

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
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N/A

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

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

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

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

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

N/A

## 16.6. SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

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

**16.8. CERTIFICATION**

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

Metal Maintenance, Inc. Date: 5-4-2009  
(Print or type name of Disclosing Party)

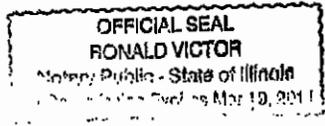
By: Michelle D. Mata  
(Sign here)

Michelle D. Mata  
(Print or type name of person signing)

General Manager  
(Print or type title of person signing)

Signed and sworn to before me on (date) May 4, 2009, by Michelle Mata, at Chicago  
Cook County, Illinois (state).

Notary Public Signature: Ronald Victor  
(Seal)  
Commission Expires: 3-19-2011



11/01/05 Version



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### Contract Details

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- [Payments](#)
- [Reported Sub-contractor Payments](#)

**Contract (PO) Number:** 21878

**Specification Number:** 49093A

**Award Date:** 07/14/2010

**Original Award Amount:** Up To \$392,280.00

**Current Award Amount** **Up To \$392,280.00** [View Payment Details](#)

**Vendor Name:** [METAL MAINTENANCE INC](#)  
[Show all contracts for this vendor](#) | [Show all disclosures for this vendor](#)

**Description:** ARCHITECTURAL METAL CLEANING SERVICES

**Buyer Name:**

**Target Market:** No

[Department of Procurement Services](#)

[Department of Finance](#)

[FAQ](#)

[Contact Info](#)

### Original Contract

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

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
21878	21878 - D1	07/14/2010	07/12/2010	07/11/2013	Up To \$392,280.00

CONTRACT NO: 13-30-12606

EXHIBIT 3

**General Conditions**

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**GENERAL CONDITIONS  
SUPPLY/SERVICE**

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

**GC-13            COUNTY'S REMEDIES**

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

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

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

**GC-14 CONTRACTOR'S REMEDIES**

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

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

**GC-15 DELAYS**

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

**GC-16 MODIFICATIONS AND AMENDMENTS**

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

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

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

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

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

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

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

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

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

**GC-18 COMPLIANCE WITH THE LAWS**

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

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

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

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

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

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

II. **REQUIRED SUBMITTALS**

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

A. **MBE/WBE Participation Documentation**

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

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

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

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

**B.      Use of MBE/WBE Professionals**

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

**C.      Affirmative Action Plan**

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

**III.     NON-COMPLIANCE**

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

**IV.     REPORTING/RECORD KEEPING REQUIREMENTS**

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

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

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

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

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

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

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

**V.      EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this document should be directed to:

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

**GC-20      MATERIAL DATA SAFETY SHEET**

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

**GC-21      CONDUCT OF THE CONTRACTOR**

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

**GC-22 ACCIDENT REPORTS**

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

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

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

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

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

**GC-25 GENERAL NOTICE**

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

**TO THE COUNTY:**

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

**TO THE CONTRACTOR:**

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

**GC-26            GUARANTEES AND WARRANTIES**

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

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

**GC-27            STANDARD OF DELIVERABLES**

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

**GC-28            DELIVERY**

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

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

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

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

**GC-29            QUANTITIES**

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

**GC-30 CONTRACT INTERPRETATION**

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

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

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

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

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**GC-32 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-33            AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**GC-34            WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

**GC-35            ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**GC-39 COOPERATIVE PURCHASING**

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**GC-40 COOPERATION WITH INSPECTOR GENERAL**

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

**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.

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

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

CONTRACT NO: 13-30-12606

EXHIBIT 4

**Evidence of Insurance**

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## DESCRIPTIONS (Continued from Page 1)

General Liability policy includes a Waiver of Subrogation endorsement in favor of Cook County, Board of Commissioners and employees of the County as referenced above.  
This Certificate of Insurance replaces the previously Issued Certificate of Insurance issued on 03/28/2013 which is now null and void.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
<b>Instructions</b>	<b>Instructions for Completion of EDS</b>	<b>EDS i - ii</b>
<b>1</b>	<b>MBE/WBE Utilization Plan</b>	<b>EDS 1</b>
<b>2</b>	<b>Letter of Intent</b>	<b>EDS 2</b>
<b>3</b>	<b>Petition for Reduction/Waiver of MBE/WBE Participation Goals</b>	<b>EDS 3</b>
<b>4</b>	<b>Certifications</b>	<b>EDS 4, 5</b>
<b>5</b>	<b>Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest</b>	<b>EDS 6 – 12</b>
<b>6</b>	<b>Sole Proprietor Signature Page</b>	<b>EDS 13a/b/c</b>
<b>7</b>	<b>Partnership Signature Page</b>	<b>EDS 14/a/b/c</b>
<b>8</b>	<b>Limited Liability Corporation Signature Page</b>	<b>EDS 15a/b/c</b>
<b>9</b>	<b>Corporation Signature Page</b>	<b>EDS 16a/b/c</b>
<b>10</b>	<b>Cook County Signature Page</b>	<b>EDS 17</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: QC Enterprises, Inc.  
Address: 2722 S. Hillcock Ave., Chicago IL 60608  
E-mail: sandy@qcenterprises.com  
Contact Person: Sandy Andrews Phone: 312-842-0340  
Dollar Amount Participation: \$ 17,922.60  
Percent Amount of Participation: 4.5 %

\*Letter of Intent attached? Yes  No   
\*Letter of Certification attached? Yes  No

MBE/WBE Firm: Smith Maintenance Co.  
Address: 205 W. Randolph, Suite 1645, Chicago, IL 60606  
E-mail: \_\_\_\_\_  
Contact Person: Michael Smith Phone: 312-425-1962  
Dollar Amount Participation: \$ 67,309.32  
Percent Amount of Participation: 16.9 %

\*Letter of Intent attached? Yes \_\_\_\_\_ No   
\*Letter of Certification attached? Yes \_\_\_\_\_ No

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Monica M. Coyle  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4980  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

April 17, 2009

Sandra Andritsis, President  
Q. C. Enterprises, Inc.  
2722 S. Hillcock Avenue  
Chicago, Illinois 60608

Annual Certificate Expires:  
Vendor Number:

September 1, 2009  
1053983

Dear Ms. Andritsis:

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

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

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

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

**Project Management Services; Janitorial Services;  
Post Construction Clean Up; Carpentry Contractor; Flooring Contractor  
(Installation of Granite and Marble);  
Tile and Terrazzo Contractors (Stone Restoration);  
Janitorial Equipment and Supplies; Industrial Supplies**

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

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

Sincerely,

Mark Haris  
Managing Deputy Procurement Officer

*(Expansion Granted: Janitorial Equipment and Supplies; Industrial Supplies)*

MH/dm



**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<u>N/A</u>	

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

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

a) Is Bidder a "Local Business" as defined above?

Yes:  No:

b) If yes, list business addresses within Cook County:

723 N. Ogden Ave.  
Chicago, IL 60642-5858

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): N/A

---

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

---

---

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

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

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Metal Maintenance, Inc. D/B/A: Same EIN NO.: 36-3608786

Street Address: 723 N. Ogden Ave.

City: Chicago State: IL Zip Code: 60642-5858

Phone No.: 312-432-9700

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) S Corporation

**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
Douglas J. Groban,	1920 Haven Lane, Green Oaks, IL 60048	100%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**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.

Michelle D. Mata  
Name of Authorized Applicant/Holder Representative (please print or type)

Michelle D. Mata  
Signature

mdmata@metal-maintenance.com  
E-mail address

Vice-President/Secretary  
Title

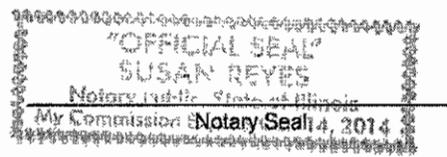
3/28/13  
Date

312-432-9700  
Phone Number

10-14-14  
My commission expires:

Subscribed to and sworn before me this 28th day of March 2013

x [Signature]  
Notary Public Signature



**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: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
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.

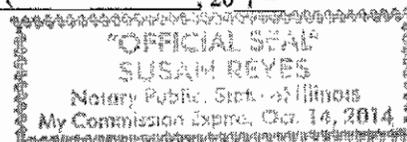
To the best of my knowledge and belief, the information provided above is true and complete.

Maria D. [Signature] 3/28/13  
Owner/Employee's Signature Date

Subscribe and sworn before me this 28th Day of March, 2013

a Notary Public in and for Cook County

[Signature]  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires 10/14/14

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Metal Maintenance, Inc.

BUSINESS ADDRESS: 723 N. Ogden Ave.  
Chicago, IL 60642-5858

BUSINESS TELEPHONE: 312-432-9700 FAX NUMBER: 312-432-9790

CONTACT PERSON: Michelle Mata

FEIN: 36-3608786 \*IL CORPORATE FILE NUMBER: D5526-868-1

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Douglas J. Golan VICE PRESIDENT: Michelle D. Mata

SECRETARY: Michelle D. Mata TREASURER: Douglas J. Golan

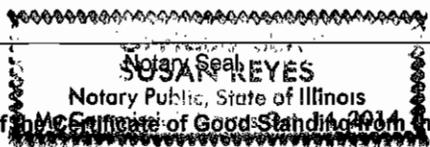
\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
2nd day of April, 2013

My commission expires: 10-14-14

X [Signature]  
Notary Public Signature



\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

METAL MAINTENANCE, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 21, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1309201114

Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of APRIL A.D. 2013***

*Jesse White*

SECRETARY OF STATE

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 4 DAY OF April, 2013.

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

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

13-30-12606

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 16,940.00  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)