

CONTRACT

For

SMALL TOOLS AND INDUSTRIAL SUPPLIES

CONTRACT NO: 1385-12866

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF FACILITIES MANAGEMENT

AND

ROOT BROTHERS MFG. AND SUPPLY COMPANY

(Based on City of Chicago Contract No. 28295)

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AGREEMENT

This Agreement is made and entered into as of _____, 2014 ("Effective Date") by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Cook County Office of Facilities Management hereinafter referred to as "County" and Root Brothers Mfg. and Supply Company, a corporation authorized to do business in the of the State of Illinois hereinafter referred to as "Contractor".

BACKGROUND

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

Whereas, the City of Chicago solicited a Request for Quotation for Small and Industrial Tools and as the Contractor was identified as the qualified and lowest cost provider for the goods; and

Whereas, the City of Chicago entered into a contract on June 10, 2013 for the provision of supplies by the Contractor for the City relative to purchase of Small and Industrial Tool, City of Chicago Contract #28295 ("the City of Contract"); and

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

Whereas, the County, through the Office of Facilities Management desires certain specific and similar goods of the Contractor; and

Whereas, other County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts, as may be applicable via future amendments to this agreement; and

Whereas, the Contractor agrees to provide to the County with Description of Goods/Services, incorporated as Exhibit 1, Commodities Line Item ; and

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

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the City of Chicago Contract, all as may be applicable to the County; and

Whereas, the County's General Conditions are incorporated herein by reference attached hereto as Exhibit 4. Notwithstanding such incorporation, none of the terms set forth in Exhibit 3, City of Chicago Contract, 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.

Whereas, this Contract shall be effective from May 15, 2014 through May 14, 2016 with two (2), one-year renewal options; and

Whereas, payment shall be as follows:

In no case shall such charges exceed the amount of \$125,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

Whereas, other County Offices, Departments, and Agencies may utilize this Contract for specific contracted procurement efforts, as may be applicable via future modifications to this Contract.

Now, Therefore, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged and agreed to by the Parties, Contractor and County, and the information set forth is incorporated herein by reference.

Incorporation of Background Information

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

Incorporation of Exhibits

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

- | | |
|-----------|---|
| Exhibit 1 | Commodities Line Item |
| Exhibit 2 | County Price Proposal |
| Exhibit 3 | City of Chicago Contract (Contract No. 28295) |
| Exhibit 4 | General Conditions |

EXHIBIT 1

Commodities Line Item

PO DESCRIPTION: SMALL TOOLS AND INDUSTRIAL TOOLS

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	45098.35	GROUP A - IRWIN INDUSTRIAL TOOL, -51.8% DISCOUNT OFF LIST PRICE	Discount From List	0.00
2	44598.08	GROUP AA - POWER FASTERS TECHNICAL, MANUAL O ANCHORING AND FASTENING SYSTEM, -70.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
3	45098.38	GROUP B - APEX TOOL GROUP, -50.8% DISCOUNT OFF LIST PRICE	Discount From List	0.00
4	44598.09	GROUP BB - TRIUMPH TRIST DRILL MRO / CONSTRUCTION PRODUCT CATALOG, -61.5% DISCOUNT OF LIST PRICE	Discount From List	0.00
5	45098.39	GROUP C - MILWAUKEE HEAVY DUTY ELETRIC TOOLS, -49.6 DISCOUNT OFF LIST PRICE	Discount From List	0.00
6	44598.10	GROUP CC - GREENLEE FULL PRODUCT CATALOG, -27.5% DISCOUNT FROM LIST PRICE	Discount From List	0.00
7	45098.43	GROUP D - RIDIG TOOLS, -22.9% DISCOUNT OFF LIST PRICE	Discount From List	0.00
8	44598.11	GROUP DD - SPERRY INSTRUMENTS FULL LINE PRODUCTS, -35.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
9	45098.45	GROUP E - STANLEY PROTO INDUSTRIAL TOOLS, -51.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
10	44598.12	GROUP EE - TRU-CUT RETAIL, -80% DISCOUNT OFF LIST PRICE	Discount From List	0.00
11	45098.57	GROUP F - AMES/TRUE TEMPER, -52.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
13	45098.60	GROUP G - LOUISVILLE LADDER TOOLS, -50.2% DISCOUNT OFF LIST PRICE	Discount From List	0.00
14	44598.14	GROUP GG - FASTENAL BID BLUE PRICE LIST, -9.6% DISCOUNT OFF LIST PRICE	Discount From List	0.00
15	45098.61	GROUP H - CHANNEL LOCK TOOLS, -51.1% DISCOUNT FROM LIST PRICE	Discount From List	0.00
16	44598.15	GROUP HH - HILTI PRODUCTS, -30.6% DISCOUNT OFF (MUNICIPAL)LIST PRICE	Discount From List	0.00
17	45098.62	GROUP I - PFERD/ADVANCE BRUSH, -48.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
18	45098.64	GROUP J - STARRETT PERCISION TOOLS, -22.6% DISCOUNT OFF LIST PRICE	Discount From List	0.00
19	45098.87	GROUP K - WARWOOD TOOL COMPANY, -47.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
20	45098.89	GROUP L - BLACK & DECKER/DEWALT, -49.25% DISCOUNT OFF LIST PRICE	Discount From List	0.00

PO DESCRIPTION: SMALL TOOLS AND INDUSTRIAL TOOLS

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
21	45098.91	GROUP M - ROBERT BOSCH TOOL CORPORATION INCLUDING BOSCH ROTOZIP, SKIL, DREMEL, HAWERA, MAGNA, DML AND VERMONT AMERICAN, -50.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
22	45098.92	GROUP N - GENERAL TOOLS, -37.5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
23	45098	GROUP Q - PASLODES TOOLS, -5% DISCOUNT OFF LIST PRICE	Discount From List	0.00
24	44598.04	GROUP T - WERNER LADDERS, -50.2% DISCOUNT OFF LIST PRICE	Discount From List	0.00
25	44598.05	GROUP U - FREID TMM, INC, -50.2% DISCOUNT OFF LIST PRICE	Discount From List	0.00
26	45098	GROUP X - HASTINGS HOT LINE TOOLS AND EQUIPMENT, -1% DISCOUNT OFF LIST PRICE	Discount From List	0.00
27	45098	GROUP Y - HI-LINE SUPPLY CATALOG 2012, -12.1% DISCOUNT OFF LIST	Discount From List	0.00

EXHIBIT 2

County Price Proposal

Cook County Price Proposal

This agreement will enable an overall value that will not exceed \$125,000 from May 15, 2014 through May 14, 2016 with two (2), one-year renewal options.

EXHIBIT 3

City of Chicago Contract (Contract No. 28295)

Contract Summary Sheet

Contract (PO) Number: 28295

Specification Number: 105386

Name of Contractor: ROOT BROS MFG & SUPPLY CO

City Department: DEPT OF STREETS & SANITATION

Title of Contract: SMALL TOOLS AND INDUSTRIAL TOOLS

Term of Contract: Start Date: 6/10/2013

End Date: 6/9/2018

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$9,336,080.00

Brief Description of Work: SMALL TOOLS AND INDUSTRIAL TOOLS

Procurement Services Contract Area: COMMODITIES

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

Vendor Number: 736527

Submission Date:

June 13, 2013



Small Tools and Industrial Tools

Specification Number: 105386

Issued by:
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:
DEPARTMENT OF STREETS AND SANITATION

Bidder Inquiry Deadline: 4:00 PM Central Time on October 5, 2012. Inquiries must be in writing via email.

Pre-Bid Conference: None

Bid Opening Date: October 23, 2012

Bid Opening Time: 11:00 AM Central Time

Bid Opening Location: Bid & Bond Room, City Hall, Room 301, 121 N. LaSalle Street, Chicago, Illinois 60602

Information: Toyla Rice, Contract Administrator
Email: toyla.rice@cityofchicago.org, **Fax:** 312.744.7679, **Phone:** 312.744.1681
DPS Address: City Hall, Room 403, 121 North LaSalle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

and submit one (1) complete original Bid package. All signatures to be sworn before a Notary Public. Bid must be received in the City of Chicago Department of Procurement Services (DPS) Bid & Bond Room no later than the date and time above during regular business hours (8:30 AM to 4:30 PM Central Time). Bids will be read publicly. Bid must be complete and returned in its entirety. Do not scan or recreate the bid, the original must be used.

Bid 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, "Small Tools and Industrial Tools", the specification number, "105386", and the time and date specified for receipt and marked "Bid Enclosed". The name and address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s).

Bid Submittal Fee:	None	Drawings:	None
Bid Deposit:	None	Exhibits:	None
Performance Bond:	None	Maps:	None
City Business Preference:	Yes	Contract Term:	Sixty Months
Local Manufacture Preference:	Yes	Start Date:	<u>June 10, 2013</u>
Bid Specific Goals:	No Stated Goals (0% MBE and 0%WBE)	Expiration Date:	<u>June 09, 2018</u>
Funding Source:	Non-Federal	DPS Unit:	Commodities
Fund Number:	012-0100-081-04340-0341-0341 and various		

Root Brothers

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

City Use Only	City Use Only	City Use Only
City Vendor No.	Vendor Name	City Contract/PO No.
736527	ROOT BROS MFG & SUPPLY COMPANY	28295

Bid Submittal Checklist

Missing Information, Documents and/or Bonds May Invalidate Your Bid.

To help ensure that you are submitting a complete bid, place an "X" next to each item below after completing and incorporating the item into your bid package. Write "N/A" if an item does not apply to your bid.

1. Bid Submittal Checklist
2. Insurance Certificate of Coverage
3. Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS)
4. Affidavit of Chicago Business, Affidavit of Local Manufacture (if applicable)
5. Proposal Page(s) (Schedule of Prices)
6. Pricelist/Catalogs or URL *See Section 5.5.3. of the Detailed Specifications
7. Bid Execution Page
8. Bid Submittal Fee (if required)
9. N/A Bid Deposit (if required)

NOTE: Each page requiring a signature must be signed by the person with proper authority and sworn before a Notary Public where noted.

NOTE: Each Bidder must acknowledge the receipt of a full set of Bid Documents and any and all Addenda at the top of the Bid Execution Page.

ADDENDUM NUMBER ONE

SMALL TOOLS AND INDUSTRIAL TOOLS

SPECIFICATION NUMBER: 105386

October 22, 2012

Bidder must acknowledge receipt of this addendum number one and all addenda in the space provided on the appropriate proposal execution page (corporation, joint venture, partnership or sole proprietor). Bidders that do not acknowledge receipt of any and all addenda will be rejected for being non-responsive to this requirement

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID DOCUMENTS PER THIS ADDENDUM NUMBER ONE.

Changes to the Bid Documents

The bid opening date has been postponed. The new bid opening date is November 15, 2012.

End of Addendum Number One.

**City of Chicago
Department of Procurement Services**

**Jamie L. Rhee
Chief Procurement Officer**

ADDENDUM NUMBER TWO**SMALL TOOLS AND INDUSTRIAL TOOLS****SPECIFICATION NUMBER: 105386****November 13, 2012**

Bidder must acknowledge receipt of this addendum number two and all addenda in the space provided on the appropriate proposal execution page (corporation, joint venture, partnership or sole proprietor). Bidders that do not acknowledge receipt of any and all addenda will be rejected for being non-responsive to this requirement

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID DOCUMENTS PER THIS ADDENDUM NUMBER TWO.

Changes to the Bid Documents

The bid opening date has been postponed. The new bid opening date is December 20, 2012.

End of Addendum Number Two.

**City of Chicago
Department of Procurement Services**

**Jamie L. Rhee
Chief Procurement Officer**

December 7, 2012

ADDENDUM #3
FOR
SPECIFICATION #105386
RFQ #4005
FOR
SMALL TOOLS AND INDUSTRIAL TOOLS

For which bids that are scheduled to open in the Bid & Bond Room,
City Hall, 121 North LaSalle Street, Chicago, Illinois at 11:00 AM, on December 20, 2012

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #3 IN THE SPACE
PROVIDED ON THE APPROPRIATE PROPOSAL EXECUTION PAGE**

This Addendum #3 includes revisions found relevant as set forth in the solicitation:

Notice Of Revisions/Changes

- I. Revised Proposal Pages
- II. Revised Bid Data Pages

Addendum #3

Small Tools and Industrial Tools, Specification 105386, Page 1 of 32

December 7, 2012

ADDENDUM #3
FOR
SPECIFICATION #105386
RFQ #4005
FOR
SMALL TOOLS AND INDUSTRIAL TOOLS

For which bids that are scheduled to open in the Bid & Bond Room,
City Hall, 121 North LaSalle Street, Chicago, Illinois at 11:00 AM, on December 20, 2012

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #3 IN THE SPACE
PROVIDED ON THE APPROPRIATE PROPOSAL EXECUTION PAGE**

This Addendum #3 includes revisions found relevant as set forth in the solicitation:

Notice Of Revisions/Changes

- I. Revised Proposal Pages
- II. Revised Bid Data Pages

Addendum #3

I. **REVISED PROPOSAL PAGES**
(For Small Tools and Industrial Tools, *Addendum #3*)

Following are the Bid's Proposal Pages (Schedule of Prices).

Remainder of page intentionally blank.

City of Chicago
Catalog RFQ - Lines by Group

PU086C

RFQ Header Information

Please Respond By 12/20/2012
 RFQ Number 4005
 Ship To Location 081-2020 CH 704
 For More Information Please Contact BERNIE HARGES

RFQ Description SMALL TOOLS AND INDUSTRIAL TOOLS
 Special Instructions
 Your Quote is Effective as of 12/20/2012
 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 COMMODITIES
 Target Market NO
 Advertise Date 12/07/2012
 WEB BID Edit Rules GROUP

Specification 105386
 Procurement Type BID
 Bid Deposit Required NO

Compliance Officer

Compliance Type Description

No Compliance Plan Required	Percentage Type Desc	Required %
	None	0.00 %

Run Time: 12/03/12 10:44:17

Spec# 105386
Page 1 of 4

City of Chicago
Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimate	Price	Discount or Markoff %	Extended Price	Catalog #/ID, Date and Mfr	Comments
1	Catalog Line	45098 35	45098 35	GROUP A IRWIN INDUSTRIAL TOOLS	GROUP A	From List	\$400000	(N/A)		\$		
<p style="text-align: center;">Group A Total Group Extended Price \$</p>												
25	Catalog Line	44598 08	44598 08	GROUP AA POWER FASTENERS - TECHNICAL MANUAL O ANCHORING AND FASTENING SYSTEM	GROUP AA	From List	\$750000	(N/A)		\$		
<p style="text-align: center;">Group AA Total Group Extended Price \$</p>												
2	Catalog Line	45098 38	45098 38	GROUP B APEX TOLL GROUP	GROUP B	From List	\$250000	(N/A)		\$		
<p style="text-align: center;">Group B Total Group Extended Price \$</p>												
26	Catalog Line	44598 09	44598 09	GROUP BB TRUMP TWISTDRILL - MRO / CONSTRUCTION PRODUCT CATALOG	GROUP BB	From List	\$800000	(N/A)		\$		
<p style="text-align: center;">Group BB Total Group Extended Price \$</p>												
3	Catalog Line	45098 39	45098 39	GROUP C MILWAUKEE HEAVY DUTY ELECTRIC TOOLS	GROUP C	From List	\$400000	(N/A)		\$		
<p style="text-align: center;">Group C Total Group Extended Price \$</p>												
27	Catalog Line	44598 10	44598 10	GROUP CC GREENLEE FULL PRODUCT CATALOG	GROUP CC	From List	\$1000000	(N/A)		\$		
<p style="text-align: center;">Group CC Total Group Extended Price \$</p>												
4	Catalog Line	45098 43	45098 43	GROUP D RIGID TOOLS	GROUP D	From List	\$10000	(N/A)		\$		
<p style="text-align: center;">Group D Total Group Extended Price \$</p>												
28	Catalog Line	44598 11	44598 11	GROUP DD SPERRY INSTRUMENTS FULL LINE PRODUCTS CATALOG	GROUP DD	From List	\$500000	(N/A)		\$		
<p style="text-align: center;">Group DD Total Group Extended Price \$</p>												
5	Catalog Line	45098 45	45098 45	GROUP E STANLEY PROTO INDUSTRIAL TOOLS	GROUP E	From List	\$510000	(N/A)		\$		
<p style="text-align: center;">Group E Total Group Extended Price \$</p>												
29	Catalog Line	44598 12	44598 12	TRICUT RETAIL PRICE LIST	GROUP EE	From List	\$550000	(N/A)		\$		
<p style="text-align: center;">Group EE Total Group Extended Price \$</p>												

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Spec# 105386
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Addendum #3

City of Chicago
Catalog RFQ - Lines by Group

P088SC

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #/ID	Date and Mfr	Comments
6	Catalog Line	45098 57	45098 57	GROUP F AMESTRUE TEMPER	GROUP F					\$			
Group GROUP EE Total Group Extended Price <u>\$</u>													
30	Catalog Line	44598 13	44598 13	MSC INDUSTRIAL SUPPLY COMPANY - THE BIG BOOK	GROUP FF					\$			
Group GROUP FF Total Group Extended Price <u>\$</u>													
7	Catalog Line	45098 60	45098 60	GROUP G LOUISVILLE LADDER TOOLS	GROUP G					\$			
Group GROUP G Total Group Extended Price <u>\$</u>													
31	Catalog Line	44598 14	44598 14	GROUP GG FASTENAL BID BLUE PRICE LIST	GROUP GG					\$			
Group GROUP GG Total Group Extended Price <u>\$</u>													
8	Catalog Line	45098 61	45098 61	GROUP H CHANNEL LOCK TOOLS	GROUP H					\$			
Group GROUP H Total Group Extended Price <u>\$</u>													
32	Catalog Line	44598 15	44598 15	GROUP HH TIPTI PRODUCTS	GROUP HH					\$			
Group GROUP HH Total Group Extended Price <u>\$</u>													
9	Catalog Line	45098 62	45098 62	GROUP I PFERD ADVANCE BRUSH	GROUP I					\$			
Group GROUP I Total Group Extended Price <u>\$</u>													
10	Catalog Line	45098 64	45098 64	GROUP J STARRETT PRECISION TOOLS	GROUP J					\$			
Group GROUP J Total Group Extended Price <u>\$</u>													
11	Catalog Line	45098 87	45098 87	GROUP K WARWOOD TOOL COMPANY	GROUP K					\$			
Group GROUP K Total Group Extended Price <u>\$</u>													

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Addendum #3

City of Chicago
Catalog RFQ - Lines by Group

PU089C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #/ID, Date and Mfr	Comments
12	Catalog Line	45098 89	45098 89	GROUP L BLACK & DECKER/DEWALT	GROUP L	Discount From List	\$100000	(N/A)		\$		
<p style="text-align: right;">Group GROUP L Total Group Extended Price \$</p>												
13	Catalog Line	45098 91	45098 91	GROUP M ROBERT BOSCH TOOL CORPORATION INCLUDING BOSCH, ROTAZIP SKIL, DREMEL, HAWERA, MAGNA DLT, AND VERMONT AMERICAN	GROUP M	Discount From List	\$75000	(N/A)		\$		
<p style="text-align: right;">Group GROUP M Total Group Extended Price \$</p>												
14	Catalog Line	45098 92	45098 92	GROUP N GENERAL TOOLS	GROUP N	Discount From List	\$550000	(N/A)		\$		
<p style="text-align: right;">Group GROUP N Total Group Extended Price \$</p>												
17	Catalog Line	45098	45098	GROUP Q PASLODES TOOLS	GROUP Q	Discount From List	\$175000	(N/A)		\$		
<p style="text-align: right;">Group GROUP Q Total Group Extended Price \$</p>												
19	Catalog Line	44598 04	44598 04	GROUP T WEINER LA DOERS	GROUP T	Discount From List	\$255000	(N/A)		\$		
<p style="text-align: right;">Group GROUP T Total Group Extended Price \$</p>												
20	Catalog Line	44598 05	44598 05	GROUP U FRIEDL TIM, INC	GROUP U	Discount From List	\$65000	(N/A)		\$		
<p style="text-align: right;">Group GROUP U Total Group Extended Price \$</p>												
23	Catalog Line	45098	45098	GROUP X HASTINGS HOT LINE TOOLS AND EQUIPMENT	GROUP X	Discount From List	\$75000	(N/A)		\$		
<p style="text-align: right;">Group GROUP X Total Group Extended Price \$</p>												
24	Catalog Line	45098	45098	GROUP Y HI-LINE UTILITY SUPPLY CATALOG 2012	GROUP Y	Discount From List	\$2700000	(N/A)		\$		
<p style="text-align: right;">Group GROUP Y Total Group Extended Price \$</p>												
										Total Price	\$	

Run Time 11/30/12 16:02:26

Addendum #3

II. BID DATA PAGES

1.1. Bid Data Pages – Group A

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.1.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____

TITLE: _____ FAX: _____

COMPANY: _____ E-MAIL: _____

ADDRESS: _____

1.1.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.1.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor, bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.2. Bid Data Pages – Group AA

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.2.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.2.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.2.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.3. Bid Data Pages– Group B

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.3.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.3.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.3.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

Addendum #3

1.4. Bid Data Pages– Group BB

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.4.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.4.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.4.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.5. Bid Data Pages– Group C

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.5.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.5.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.5.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.6. Bid Data Pages– Group CC

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.6.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____

TITLE: _____ FAX: _____

COMPANY: _____ E-MAIL: _____

ADDRESS: _____

1.6.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.6.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.7. Bid Data Pages– Group D

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.7.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.7.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.7.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.8. Bid Data Pages– Group DD

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.8.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.8.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.8.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.9. Bid Data Pages- Group E

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.9.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.9.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.9.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.10. Bid Data Pages– Group EE

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.10.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.10.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.10.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.11. Bid Data Pages– Group F

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.11.1. Person to Contact Regarding This Bid

NAME: _____	PHONE: _____
TITLE: _____	FAX: _____
COMPANY: _____	E-MAIL: _____
ADDRESS: _____	

1.11.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.11.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.12. Bid Data Pages– Group FF

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.12.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.12.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.12.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.13. Bid Data Pages- Group G

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.13.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.13.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.13.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.14. Bid Data Pages– Group GG

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.14.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.14.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.14.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.15. Bid Data Pages– Group H

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.15.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.15.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.15.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

Addendum #3

1.16. Bid Data Pages– Group HH

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.16.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.16.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.16.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.17. Bid Data Pages- Group I

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.17.1. Person to Contact Regarding This Bid

NAME: _____	PHONE: _____
TITLE: _____	FAX: _____
COMPANY: _____	E-MAIL: _____
ADDRESS: _____	

1.17.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.17.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.18. Bid Data Pages-- Group J

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.18.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.18.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.18.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.19. Bid Data Pages-- Group K

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.19.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.19.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.19.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: _____ NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.20. Bid Data Pages-- Group L

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.20.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.20.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.20.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.21. Bid Data Pages- Group M

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.21.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.21.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.21.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.22. Bid Data Pages– Group N

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.22.1. Person to Contact Regarding This Bid

NAME: _____	PHONE: _____
TITLE: _____	FAX: _____
COMPANY: _____	E-MAIL: _____
ADDRESS: _____	

1.22.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.22.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.23. Bid Data Pages– Group Q

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.23.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.23.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.23.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.24. Bid Data Pages- Group T

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.24.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.24.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.24.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.25. Bid Data Pages-- Group U

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.25.1. Person to Contact Regarding This Bid

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

1.25.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.25.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

1.26. Bid Data Pages- Group X

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.26.1. Person to Contact Regarding This Bid

NAME: _____	PHONE: _____
TITLE: _____	FAX: _____
COMPANY: _____	E-MAIL: _____
ADDRESS: _____	

1.26.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: _____

1.26.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

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1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

The Bid Documents include this Invitation for Bids, Legal Advertisement Notice, Bid Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Scope of Work and Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, MBE/WBE Special Conditions or DBE Special Conditions (as applicable) and all other exhibits attached hereto, and any and all clarifications and addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

1.2. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including clarifications and Addenda.

In the event of a conflict or inconsistency between the Bid Documents obtained on-line and the printed Bid Documents available from the Bid & Bond Room, the terms and conditions of the printed Bid Documents will prevail.

1.2.1. Printed Bid Documents

Printed copies of Bid Documents are available for pickup from:

Bid & Bond Room
Room 301 City Hall
121 North LaSalle Street
Chicago, IL 60602
Phone: 312-744-9773
Fax: 312-744-5611

Bid Documents, plans and drawings may only be available on CD.

1.2.2. Downloadable Bid Documents

Documents may be downloaded from the DPS website at www.cityofchicago.org/bids.

In order to receive notice of clarifications and Addenda, Bidders that download the Bid Documents must register as a Bid Document holder by (i) faxing the company's name, contact person, address, e-mail address, telephone number and fax number to the Bid & Bond Room at 312-744-5611 (include specification number and bid title/description) or (ii) by calling the Bid & Bond Room at 312-744-9773.

Bid Document holders are listed on the Bid & Bond Room's Opportunity Take Out List. The Opportunity Take Out List is public information and posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out Lists go to "Get Started Online" and search by the specification number.

1.3. Clarifications and Addenda

The City sends out clarifications and Addenda to the Bid Documents to entities on the list of registered Bid Document Holders. Additionally, clarifications and Addenda will be made available in the Bid & Bond Room and may be posted to www.cityofchicago.org/bids.

There may be multiple clarifications and Addenda. Failure to obtain clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the clarifications and Addenda.

Failure to acknowledge clarifications and/or Addenda in the Bid Documents when submitting the Bid will render the Bid non-responsive. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

1.4. Examination of the Bid Documents and Work Site

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

1.5. Pre-Bid Conference and Site Visit

If a pre-bid conference will be held to answer questions regarding these Bid Documents, it will be held on the date and time stated on the front cover of the Bid Documents.

If a pre-bid conference will be held, attendance is strongly encouraged but is not mandatory. The Chief Procurement Officer or his/her representative, as well as representatives from the City Department for which the Bid Documents have been issued will comprise the panel to respond to Bidders' questions. The pre-bid conference may be recorded by DPS.

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid. The contractor will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit in its Bid.

If the site for the Work is not accessible to the public during normal business hours, instructions for obtaining access, including a date and time for guided visits, is set out on the cover of the Bid Documents.

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding the Bid Documents or procurement process must be directed to the DPS Contract Administrator/Negotiator at the email address listed on the front cover of the Bid Documents. **Inquiries must be submitted via email and MUST include the specification number in the subject line of the email.**

The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents. Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

1.7. Exceptions

Any deviations from the specifications must be noted on the Proposal Page or pages attached thereto, with the exact nature of the change outlined in sufficient detail. Bidder must provide the reason for which deviations were made. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection of its bid.

If a bidder takes exception to other provisions of the specification, the Chief Procurement Officer will reject the bid as non-responsive in the event that the Chief Procurement, in his or her sole opinion, determines such exception(s) to be material exception(s).

1.8. Taxes Included In Bid Prices

Materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The City's Tax Exemption Certificate number is 36-6005820.

Materials purchased by the City of Chicago are not subject to the State of Illinois Sales Tax. The City's Tax Exemption Certificate number is E9998-1874-07.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable Federal, State, and local taxes, direct or indirect, in their Bid prices.

1.9. Bid Prices Must Incorporate All Costs

The Contractor's bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Specification.

1.10. Completion of the Bid Documents

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must use the Bid Proposal Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public.

1.11. Required Forms and Fees

1.11.1. Certificate of Filing for Online EDS

Bidders must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed. Refer to the Instructions for Completing Economic Disclosure Statement and Affidavit On-Line.

1.11.2. Bid Deposit

Bid deposits, if required, may be in the form of a bond, certified check, cashier's check, or money order payable to the City of Chicago. Bid bonds must be in the form provided by the Department of Procurement Services, and must be executed by a surety licensed and authorized to do business in the State of Illinois.

Cash is not an acceptable form of Bid Deposit. When required, noncompliance requires that the Bid be rejected unless it is determined that the Bid fails to comply in a non-substantial manner with the bid deposit requirements.

The Chief Procurement Officer may return bid deposits sooner, but reserves the right to hold all bid deposits until a contract has been awarded or, in the case of multiple awards, all contracts have been awarded for the Bid in question.

If a bid deposit is required, it will be indicated on the front cover of the Bid Documents.

1.11.3. Fee for Submission of Bid (Bid Fee or Bid Submittal Fee)

Section 2-92-418 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, that each bidder submit with its bid or Proposal a non-refundable "submittal fee" in the amount of \$900. 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.

If a \$900 bid submittal fee is required, it will be indicated on the front cover of the Bid Documents.

1.11.4. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall, Room 403, Chicago, IL 60602 and www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.11.5. Other Required Forms and Documents

1. Other forms required to be included with the bid are:
2. Insurance Certificate of Coverage
3. Affidavit of Chicago Business (if applicable)
4. Proposal Page(s) (Schedule of Prices)
5. Bid Execution Page

1.12. Trade Names and Substitutions

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to indicate to prospective bidders those product(s) that have been deemed by the City to be satisfactory. The bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the Chief Procurement Officer.

A bidder that chooses to respond to this solicitation for bids with alternate product(s) from those specified in the solicitation, must identify such alternate items with its bid with a detailed explanation and documentation in support of how the alternate items proposed by the bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

1. Documentation in support of alternate items includes:
 - a. Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:
 - b. Product identification, including manufacturer's name and address.
 - i. Manufacturer's literature identifying:
 - ii. Product description
 - iii. Reference standards
 - c. Performance and test data
 - d. Samples, as applicable
 - e. Name and address of similar projects on which the product has been used, and date of usage.
2. Itemized comparison of the proposed alternate item with product or service specified listing significant variations.

A bidder warrants and represents that in making a formal request for substitution with alternate items that:

1. The proposed alternate item is equivalent to or superior in all respects to the product specified, and
2. The same warranties and guarantees will be provided for the alternate item as for the product specified.

The CPO may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the solicitation. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the bid.

1.13. Authorized Dealer/Distributor

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies, and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The bidder's compliance with these requirements will be determined by the CPO, whose decision will be binding.

1.14. Estimated Quantities

Unless explicitly stated to the contrary in the Detailed Specifications and Scope of Work and/or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

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

1.15. Submission of Bids

1.15.1. Date, Time, and Place

Bids are to be delivered to the Bid & Bond Room of the Department of Procurement Services, City Hall Room 301, 121 North LaSalle Street, Chicago, Illinois 60602 on the date and prior to the time stated on the cover of the Bid Documents, or any Addendum issued by the City to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Bid & Bond room.

Bids must be dropped off in the Bid & Bond Room during regular business hours: 8:30 am to 4:30 pm, Monday through Friday, excluding Holidays of the City.

1.15.2. Bids Must Be Sealed and Properly Labeled

All Bids must be submitted in sealed envelopes. The Department of Procurement Services provides official bid enclosure envelopes at the Bid & Bond Room. Use of the official envelopes is not required, but it is preferred.

All envelopes containing Bids must be marked "Bid Enclosed", and must have the Bidder's name and address, the specification number, and the advertised date and time of bid opening stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

1.15.3. Bidders Are Responsible for Bid Delivery

Each Bidder is solely and completely responsible for delivery of its Bid to the Bid & Bond Room before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Bids are delivered to the Bid & Bond Room prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

1.16. Withdrawal of Bids

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Bid & Bond Room. Bidders must make their own arrangements for the return of their Bids.

Bidder may not withdraw, cancel or modify its Bid for a period of ninety (90) Calendar Days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any Bidder requesting withdrawal, cancellation or modification of its Bid prior to the ninety (90) day period.

1.17. Bid Opening

Bids will be opened and read publicly in the Bid & Bond Room by the Department of Procurement Services immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determine the lowest responsive and responsible bidder and whether a contract will be awarded.

Bid tabulations are public information and are posted on the City's website www.cityofchicago.org/BidTab. URL is case sensitive. Select "Get Started Online" and search by specification number.

1.18. Effective Term of Bid

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid Opening. The City may request that Bidders extend the effective term of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

1.19. Evaluation of Bids

1.19.1. Determination of Responsiveness

DPS will review Bids to determine whether they conform to the requirements of the Bid Documents.

1.19.1.1. Must Bid All Line Items

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

1.19.1.2. Mathematical Calculations

The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

1.19.1.3. Unbalanced Bids

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her sole discretion and authority, determines is materially unbalanced.

1.19.1.4. Cash Billing Terms

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

1.19.2. Determination of Responsibility

The determination of the responsibility of a Bidder is within the sole discretion and authority of the Chief Procurement Officer.

The Chief Procurement Officer may request any Bidder to submit such additional information pertaining to the Bidder's responsibility as the Chief Procurement Officer deems necessary. Failure to comply with any such request will result in a finding of non-responsibility and rejection of the Bid.

1.19.2.1. Bidder Debts or Defaults

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

1.19.2.2. Competency of Bidder

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 ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

1.20. **Rejection of Bids and Waiver of Informalities**

The Chief Procurement Officer, in his/her sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids submitted in response to any Invitation for Bids. The Chief Procurement Officer, in his/her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.21. **Statutory Adjustments to the Bid**

1.21.1. City-based Businesses (Chicago Business Preference)

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city-based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the contract base bid, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a prime contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their bid that Bidder is a City-Based Business.

1.21.2. Child Support Arrearage

Pursuant to Section 2-92-415 of the Municipal Code of Chicago, an eight percent (8%) penalty will be applied to the Bids of Bidders whose substantial owners, as defined in the Code, are in arrears on court-ordered child support payments and who have not entered into an agreement for payment or are otherwise not in compliance with the order. The penalty will pertain to the Bid only, and will not affect the Contract Price or payments under the Contract.

1.21.3. MacBride Principles Ordinance

If the Bidder conducts any business operations in Northern Ireland, it is hereby required that the Bidder will make reasonable and good faith efforts to conduct those operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 and Section 2-92-580 of the Municipal Code to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland.

Bidders who take exception to the provision set forth above will be assessed an eight percent (8%) penalty on their Bids. The penalty will pertain to the Bid only, and will not affect the Contract Price or payments under the Contract.

1.21.4. Locally Manufactured Goods

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

"City-based manufacturer" means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

"Contract for goods" means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670.

"Locally manufactured goods" means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

"Manufacture" means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a Contract for Goods having an estimated contract value of \$100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated on the cover page of the Bid Documents and shall consist of the following:

Total Dollar Value of Locally Manufactured Goods Provided in the Contract	Bid Incentive
25% to 49%	1% of the contract base bid
50% to 74%	1.5% of the contract base bid
75% or greater	2% of the contract base bid

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods.

Upon completion of the work, any contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

1.22. Consideration of Bids

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any contract subsequently awarded. The CPO reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the City will be served by such action.

1.23. Bid Protests

The Bidder shall submit any protests or claims regarding this solicitation to the Chief Procurement Officer located at City Hall, Room 403, 121 North LaSalle Street, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five days before the bid opening date, a pre-award protest must be filed no later than ten days after the bid opening date and a post-award protest must be filed no later than ten days after the award of the contract.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim and the course of action that the protesting party desires that the CPO undertake.

Copies of the Bid Protest Procedures (entitled Department of Procurement Services Solicitations and Contracting Process Protest Procedures) are available in the Bid & Bond room and on DPS' website www.cityofchicago.org/procurement under "Rules, Regulations and Ordinances" then under "Contract Rules and Regulations".

1.24. Award of Contract; Notice of Award

The Contract consists of the Bid Documents. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

The Department of Procurement Services will, by written notice, notify the Bidder that is, per the Basis of Award, the lowest responsive and responsible Bidder of the City's award of a Contract to the Bidder.

2. STANDARD TERMS AND CONDITIONS

2.1. General Provisions

2.1.1. Definitions

"Addendum" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"Attachments" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"Bid" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept.

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids. Once the Contract is awarded, the Contractor shall assume that all references to a Bidder and such attendant obligations apply to the Contractor.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids. The Bid Opening Date may also be referred to as the bid due date.

"Bid Documents" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"Blanket Release" means a written order from a Department referencing this Contract/Purchase Order. Blanket Releases may also be referred to as purchase order blanket releases.

"Business Day" means business days (Monday through Friday, excluding Holidays, and City shutdown days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the worldwide accepted calendar.

"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"Commissioner" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the 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 in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Blanket Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively **"Parties"** refers to the entities who have entered into this Contract including the Contractor and the City.

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

2.1.2. Interpretation of Contract

2.1.2.1. Order of Precedence

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

1. Addenda, if any
2. Detailed Specifications and Scope of Work
3. Plans or drawings, if any
4. Special Conditions for Supply Contracts
5. Supplemental Special Conditions, if any
6. Insurance Requirements
7. Special Conditions Regarding MBE and WBE, if any
8. Standard Terms and Conditions
9. Proposal pages (Schedule of Prices)

2.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed," "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

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 unless the provision expressly states that the City will be responsible for the action.

2.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

2.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties, unless specifically allowed for by the Contract Documents.

2.1.3. Subcontracting and Assignment

2.1.3.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

2.1.3.2. Subcontracts

1. No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website: www.cityofchicago.org/debarred. URL is case sensitive.
2. Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.
3. The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, 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 CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

2.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

2.1.3.4. City's Right to Assign

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

2.1.3.5. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.1.4. Contract Governance

2.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

2.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

2.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

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

The Contractor must as far as possible, arrange its work and space 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.

2.1.4.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

2.1.4.5. Independent Contractor

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

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

1. The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.
2. Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.
3. The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

2.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

2.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

2.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Blanket Release, with a copy to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600 City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed in the Bid Documents.

2.1.4.9. Modifications and Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

2.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

2.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

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.

2.1.4.12. Participation By Other Government Agencies

Other Government Agencies may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago 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 Government Agency. The City will not be responsible for payment of any amounts owed by any other Government Agencies, and will have no liability for the acts or omissions of any other Government Agency.

2.1.5. Confidentiality

1. 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.
2. 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 Commissioner.

3. 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 Commissioner, CPO 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.

2.1.6. Indemnity

1. 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 (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractor's covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.
2. "Losses" means, individually and collectively, liabilities of every kind, including monetary 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, fines, 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.
3. At the City Corporation Counsel's 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.
4. 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 to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.
5. The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or 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.

2.1.7. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

2.2. Compensation Provisions

2.2.1. Ordering, Invoices, and Payment

2.2.1.1. Blanket Releases

Requests for work, services, or goods in the form of a Blanket Release will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services, or make any deliveries of goods without receipt of a Blanket Release issued by the Department. Any work, services, or goods provided by the Contractor without a Blanket Release is made at the Contractor's risk. Consequently, in the event such Blanket Release is not provided and/or approved by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Blanket Release.

Blanket Releases will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions and requirements regarding performance or delivery.

For Blanket Releases placed before a price increase effective date, Contractor must honor Contract Prices listed on the Blanket Release including Blanket Releases with multiple delivery shipments that are scheduled after the effective date of the price increase.

2.2.1.2. Invoices

If required by the Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Contract/Purchase Order number and Blanket Release number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services, or goods, unit of measure, pricing, and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

2.2.1.3. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications and Scope of Work, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

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

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

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

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

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

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made 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.

2.2.1.4. Payment

The City will process payment within sixty (60) Calendar Days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

2.2.1.5. 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 price lists/catalogs, purchase orders, Blanket Releases and invoices. 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 CPO 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 CPO, 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 CPO 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.

2.2.1.6. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

2.2.1.7. Records

Upon request, the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place, and must retain them for at least five (5) years after the expiration or termination of the Contract.

2.2.1.8. Audits

1. City's Right to Conduct 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 years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

2. Recovery for Over-Billing

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, depending on the facts some or all of the cost of the audit, as follows:

1. If the audit has revealed overcharges to the City representing less than 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 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
2. If, however, the audit has revealed overcharges to the City representing 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.
3. Failure of Contractor to reimburse the City in accordance with the foregoing 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.

2.2.2. Prompt Payment to Subcontractors

2.2.2.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

2.2.2.2. Payment to Subcontractors Within Fourteen Days

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

2.2.2.3. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

2.2.3. Subcontractor Payment Reports

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

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

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

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

2.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its 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 reduction in the price of an article or service offered (1) to Contractor's 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 at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction, all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

2.3. Compliance with All Laws

2.3.1. General

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 as amended whether or not they appear in the Contract Documents.

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.

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 also do so. Failure to do so is an event of default and may result in the termination of this Contract.

2.3.2. Non-Discrimination

2.3.2.1. Federal Affirmative Action

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. 61 01-61 06 (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.

2.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., 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.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

2.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations, and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD) MCC Sect. 2-92-586

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract.

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

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

"Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in MCC Sect. 2-92-586.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Earned Credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

Percent of Total Dollar Contract Amount Performed By BEPD	Bid Incentive
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

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

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

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

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

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

The CPO is authorized to adopt, promulgate, and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

2.3.3. Wages

2.3.3.1. Living Wage Ordinance

MCC Sect. 2-92-610 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 MCC Sect. 2-92-610 and regulations promulgated thereunder:

1. If (1) the Contractor has 25 or more full-time employees, and if (2) 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 25 or more full-time security guards, or any number of other full-time Covered Employees, then 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 (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

2. As of July 1, 2012, the Base Wage is \$11.53. The current rate can be found on the Department of Procurement Services' website. Each July 1st 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 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.
3. 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 CPO 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.
4. 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 years.
5. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

2.3.3.2. Prevailing Wage Rates

1. If this Contract calls for the construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.
2. If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable 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 and pay such applicable prevailing wage rates. Please refer to: <http://www.wdol.gov/>.
3. 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.
4. 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 or federal law, as applicable.

2.3.4. Economic Disclosure Statement and Affidavit ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 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 EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete, or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

2.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), 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 MCC Sect. 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 MCC Sect. 2-156-080.

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.

2.3.4.2. Certifications Regarding Bribery, Debts, and Debarment Pursuant to MCC Sect. 1-23 and 720 ILCS 5/33E

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify 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.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

1. No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid

a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. 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.
3. 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 CPO 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 CPO to reduce, suspend, or waive the period of ineligibility.

2.3.4.3. 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.

2.3.4.4. Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

2.3.4.5. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 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.

2.3.5. Restrictions on Business Dealings

2.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services, or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30

days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

2.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("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% ("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 make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor and/or (iii) any period in which an extension of this Contract or Other Contract with the City 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 Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

2.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to Anti-Scofflaw, MCC Sect. 2-92-380:

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this 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, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

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

2.3.7. Other City Ordinances and Policies

2.3.7.1. False Statements

False statements made in connection with this Contract, 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 Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims, or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010).

2.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes 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 MCC Sect. 2-92-580, 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 (USDOT) except to the extent Congress has directed that USDOT 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 DOT.

2.3.7.3. Shakman Accord

1. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
3. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
4. In the event of any communication to Contractor by a City employee or City official in violation of paragraph (2) above, or advocating a violation of paragraph (3) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract.

2.3.8. Compliance with Environmental Laws and Related Matters

2.3.8.1. Definitions

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

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water

Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

2.3.8.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

2.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

2.3.8.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

2.3.8.5. Proof of Noncompliance: Authority: Cure

1. Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.
2. Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.
3. Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.
4. The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

5. The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

2.3.8.6. Copies of Notices and Reports: Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

2.3.8.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within five business days.

Failure to comply with any requirement of this provision is an event of default.

2.3.8.8. Environmental Claims and Related Matters

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

2.3.8.9. Preference for Recycled Materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, 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.

2.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

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 CPO. 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.

2.3.9. Contract Disputes

2.3.9.1. Procedure for Bringing Disputes to the Department

1. The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).
2. In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:
 1. The Claim is made in good faith;
 2. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
 3. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
 4. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the "final decision". If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

2.3.9.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid & Bond Room, and on-line at http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

2.4. Events of Default and Termination

2.4.1. Events of Default

1. In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:
2. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
3. Contractor's material failure to perform any of its obligations under this Contract including the following:
 1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
 2. Failure to have and maintain all professional licenses required by law to perform the Services;
 3. Failure to timely perform the Services;
 4. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 5. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 6. Discontinuance of the Services for reasons within Contractor's reasonable control;
 7. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
 8. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
 9. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
 10. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
 11. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
 12. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

2.4.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the

event of default and the Contractor's ability to cure. In some circumstances, the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

2.4.3. Remedies

1. After giving a Default Notice, the City may invoke any or all of the following remedies:
2. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
3. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
4. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
5. The right to seek money damages;
6. The right to withhold all or any part of Contractor's compensation under this Contract;
7. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

2.4.4. Non-Exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

2.4.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

2.4.6. Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work, or goods satisfactorily provided under this Contract. If the 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.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract 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 Early Termination provision.

3. SPECIAL CONDITIONS FOR SUPPLY CONTRACTS

3.1. Blanket Release

Unless otherwise provided in the Detailed Specifications, orders for products to be provided under this Contract will be in the form of a written City of Chicago Blanket Releases (a.k.a. purchase order release, blanket order release or sub-order) that will be issued by the Department and sent to the Contractor. Blanket Releases will indicate the specification number, purchase order/contract number, product description, quantities ordered for each line item, unit cost, total cost, shipping address, delivery date, fund chargeable information, and other pertinent instructions regarding delivery.

For Blanket Releases issued before a price increase effective date, if this Contract provides for price increases, Contractor must honor Contract prices listed on the Blanket Release, even if the Blanket Release specifies multiple shipments with delivery dates that are scheduled after the effective date of the price increase.

The Contractor must not honor any verbal Blanket Release(s) or make any deliveries without receipt of a written Blanket Release issued by the Department. Any items provided by the Contractor without a written Blanket Release are made at the Contractor's risk. Consequently, in the event a written Blanket Release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any items provided without a written Blanket Release.

3.2. Delivery and Acceptance

3.2.1. Delivery

As stated above, Contractor must not make any deliveries without a written City of Chicago Blanket Release issued by the appropriate department. Upon receipt of a Blanket Release, deliveries must be made to the location(s) listed in the Detailed Specifications or other location specified by the Commissioner or CPO in the written Blanket Release. Unless otherwise clearly and specifically provided in the Detailed Specifications, all deliveries will be F.O.B. destination (City of Chicago).

Contractor understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Contract and will not relieve the Contractor of its obligation to supply satisfactory goods which conform to the Contract.

3.2.2. Inspection \ Defects

The City will have the right to inspect any products to be provided by Contractor under this Contract. Upon delivery of the products, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects, or non-conformance with specifications. The Contractor's representative may be present for the initial examinations. This does not limit the City's right to conduct subsequent inspection of the products delivered.

If defects or omissions are discovered in the initial or subsequent inspections, the City may exercise any or all of the following remedies, in addition to any other remedies specified in this agreement:

1. Refuse acceptance of any/all units.
2. Require the Contractor to make corrections at Contractor's expense, either on-site or at Contractor's place of business, whether or not the term of the Contract has expired.
3. Require the Contractor to replace the units at Contractor's expense.
4. Require the Contractor to reimburse the City for the cost of inspection.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming items within seven (7) business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

3.2.3. Shipment Errors

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at Contractor's expense, any un-ordered products, over-shipments of product, or products that otherwise do not comply with the applicable Blanket Release within forty-eight (48) hours after notification by the Department. Contractor must promptly supply any under-shipment of product promptly after notification by the Department.

The City of Chicago will not be subject to restocking charges due to shipment errors.

Repeated errors in shipments will be an event of default under this Contract.

3.2.4. Acceptance

Products provided under this Contract will be deemed to be accepted by the City thirty days after delivery, unless previously rejected. The City may revoke acceptance if items are later discovered to be non-conforming or if the non-conformity is not remedied by the Contractor as expected by the City, even if the value of the item(s) is not substantially decreased due to the non-conformity.

3.3. Unspecified Items

Any Commodity not specifically listed herein may be added to this Contract if it falls within the same general category of items/services already specified in the Contract. Pursuant to 2-92-646 of the Municipal Code of Chicago, the lifetime, aggregate value of the City's purchase of any items/services added to this Contract pursuant to this provision must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the unspecified items which are necessary and request a written price proposal for the addition of the item(s) to this Contract under the same terms and conditions of the original Contract. Upon receipt of a price proposal, the Department will forward the request and proposal to the Chief Procurement Officer for approval to add the unspecified item(s) to the Contract. Such item(s) may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in writing. The Chief Procurement Officer reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner that serves the best interest of the City.

Any such unspecified item(s) delivered by the Contractor, without a written approval and modification of the Contract signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of fully signed Contract modification approving the unspecified item(s).

3.4. Quality, Source, Substitution, and Labeling

3.4.1. Quality.

Product must conform to any industry standards specified in the Detailed Specifications as well as the best industry practices and standards with respect to quality of materials and workmanship. Unless otherwise specified in the Detailed Specifications, all products provided must be new and in conformance with the Contract and acceptable in every detail to the Commissioner. If requested, the Contractor must certify to the Commissioner that all products to be provided comply with all Contract requirements. Only products which conform to the quality requirements of the Contract will be accepted.

3.4.2. Source.

The Contractor must promptly notify the Commissioner upon request, of the source (or sources) from which the Contractor expects to obtain the products. The source(s) of supply, including the manufacturer, must not be debarred from contracting or otherwise be ineligible to contract with the City.

If sources are found to be unacceptable at any time or fail to be the source of products satisfactory to the Commissioner, the Contractor must furnish products from other, acceptable sources.

3.4.3. Substitution.

In cases of product unavailability or other conditions beyond the control of the Contractor arising after contract award, Contractor may request to provide substitutes for the products specified in the Detailed Specifications.

Each request for substitution must be submitted separately and must include sufficient information that, in the Commissioner's sole judgment and discretion, enables the Commissioner to determine the suitability of the proposed substitute for the specified product. The information must include:

1. Product identification, including manufacturer's name and address.
2. Manufacturer's literature including:
 - a. Product description
 - b. Reference standards
 - c. Performance and test data
3. Samples, as applicable. Samples must be at no charge and will not be returned.
4. Name and address of similar user of the product and date of usage.
5. Itemized comparison of the proposed alternate item with specified item listing significant variations.

The Contractor warrants and represents that in making a formal request for substitution that: (1) the proposed substitution is equivalent to or superior in all respects to the product specified; (2) the same warranties and guarantees will be provided for the substitute as for the product specified. Any additional cost, or any loss or damage, arising from the substitution of any products for those specified shall be borne by the Contractor.

The Commissioner may, in his or her sole discretion, accept an alternate product for a specified product, provided the alternate product is, in the Commissioner's sole opinion, the equivalent of the product specified in the Detailed Specifications. The Commissioner will not entertain more than one request for substitution per year except in cases of product unavailability or other conditions beyond the control of the Contractor.

3.4.4. Testing Laboratory Labels.

All products containing electrical wiring must conform to the City Electrical Code, which requires such products to be approved and so labeled by a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010.

3.5. **Manufacturer's Warranty & Product Information**

Contractor must have, and must demonstrate upon request or as required by the Detailed Specifications, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the items to be provided under this agreement. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies, and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the products provided under this Contract in accordance with the standard warranty regularly provided by the OEM for that product, unless the Detailed Specifications call for a different warranty.

3.6. **Contractor's Warranties**

The Contractor warrants that the title to the products to be provided under this agreement is good and its transfer is rightful, and that the products will be delivered to the City free from all liens or any security interest or other encumbrance.

In addition to all warranties that may be implied by law, the items shall conform to specifications, drawings, and other requirements in the Detailed Specifications and shall be free from defects in materials and workmanship. Contractor also warrants that they will be free from defects in design except to the extent that they are non-standard products manufactured pursuant to detailed designs furnished by the City and the defect is in the portion of the design furnished by the City. Such warranties, including warranties implied by law, shall run to City, its successors, assigns, customers, and to users of the goods.

4. INSURANCE REQUIREMENTS

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

4.1. Insurance to Be Provided

4.1.1. Commercial General Liability (Primary and Umbrella)

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

4.1.2. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

4.1.3. 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.**

4.2. Additional Requirements

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

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

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

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2013

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

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

PRODUCER T.A. Cummings Jr. Co. 4153 Main St. Skokie IL 60076		CONTACT NAME: Robert Rundell PHONE (A/C No. Ext): (847) 679-7350 FAX (A/C No.): (847) 679-7361 E-MAIL ADDRESS: bobr@tacummings.com															
INSURED ROOT BROTHERS MANUFACTURING & SUPPLY CO. 10305-25 S. MICHIGAN AVE. CHICAGO IL 60628		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER C: Hartford Insurance of the Midw</td> <td>37478</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co	29424	INSURER B: Sentinel Insurance Company	11000	INSURER C: Hartford Insurance of the Midw	37478	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: CL131404479 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			83SBQUR0218	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 1,000,0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,0 MED EXP (Any one person) \$ 10,0 PERSONAL & ADV INJURY \$ 1,000,0 GENERAL AGGREGATE \$ 2,000,0 PRODUCTS - COMP/OP AGG \$ 2,000,0 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83UBQIU9257	1/2/2013	1/2/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,0
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBQUR0218	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 5,000,0 AGGREGATE \$ 5,000,0 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WECBN9022	10/31/2012	10/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,0 E.L. DISEASE - EA EMPLOYEE \$ 500,0 E.L. DISEASE - POLICY LIMIT \$ 500,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Spec #105386 Small Tools & Industrial Tools. The City of Chicago is listed as additional insureds pertaining to Automobile & General Liability.

CERTIFICATE HOLDER City of Chicago Department of Procurement 121 N. LaSalle St Room 403 Room 403 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Cummings/RUNR00 <i>Scott Cummings</i>
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5. DETAILED SPECIFICATIONS

5.1. Basis of Award

In the event that a contract or contracts are awarded pursuant to this specification, the Chief Procurement Officer will award such contract(s) to the lowest responsive and responsible bidder per Group as determined by the bid price for that Group, including any statutorily mandated adjustments to the bid price per Group as applicable.

5.2. Contract Term

The Contract Term for this Contract will be sixty months, unless terminated earlier pursuant to the Termination provision or extended according to the terms of the Term Extension provision.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

The start date will be no later than the first day of the succeeding month from the date of Contract Award and Release Date of this Contract.

5.3. Minority and Women Business Enterprises

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 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the services to be provided under this contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from this contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

5.4. Technical Requirements / Scope of Work

5.4.1. Intent

The intent of this requirement is to obtain Small Tools and Industrial Tools specified herein by the manufacturers catalog/pricelist. Any Contract(s) awarded will be utilized by various City Departments for miscellaneous repairs, water related projects, electrical, forestry, street maintenance, curb & gutter, refuse collection, lot cleaning, snow removal and/or in building maintenance and repairs. If a Small or Industrial Tool is available under more than one (1) Contract awardee as a result of this specification, per the Municipal Purchasing Act, the Department requesting the product must canvas all Awarded Contracts and only issue a Blanket Release to the Contractor with the lowest cost for the Small or Industrial Tool.

5.4.2. General

The Contractor must furnish and deliver Small Tools and Industrial Tools F.O.B., City of Chicago, Various City Departments, all in accordance with the terms and conditions of this specification.

5.4.3. Online Ordering

Bidder must indicate, in the appropriate section of the Bid Data Pages, if it can support Internet ordering. Bidder must indicate what software they are currently using and it must be compatible with the City of Chicago Oracle Financial Management Procurement System (FMPS) blanket release and purchase order software.

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

- Access for an unlimited number of users

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

5.4.4. Discount from Pricelist

Bidders are required to provide the City of Chicago with a discount off Manufacturer's List Price for the Small Tools and Industrial Tools Catalogs proposed. A mark-up on List Price will not be acceptable. All discounts must include the cost of delivery, taxes and guarantees.

5.4.5. Guarantee

The Contractor must furnish a guarantee for the Small Tools and Industrial Tools provided under this contract in accordance with the standard guarantee regularly supplied.

At a minimum, the Contractor hereby guarantees for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace the Small Tools and Industrial Tools by reason of non-compliance with these specifications.

5.5. Additional Requirements

5.5.1. Authorized Dealer or Distributor

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

5.5.2. Centralized Invoice Processing

This Contract is subject to Centralized Invoice Processing.

5.5.3. Pricelist/Catalogs

For evaluation purposes, the bidder must submit with its bid, no less than three (3) current copies of the specified price lists/catalogs for each price list/catalog quoted on the Proposal Pages. The price lists/catalogs can be submitted in hard or soft copy format. An online pricelist/catalog is acceptable. The URL must be provided with the Bid Submittal in the Bid Data Pages.

If the bidder is unable to provide the price lists/catalogs at the time of the bid opening a letter stating the reason for not providing the price lists/catalogs must be submitted with the bid. Before a Contract can be awarded, the Contractor must submit the current manufacturers or other accepted published Price Lists/catalogs indicated on the Proposal Page for use by the Department of Procurement Services, Comptroller's Office and each participating department to facilitate audit of all invoices and Blanket Releases off the contract. The Contractor will be responsible for forwarding new Price Lists/Catalogs or supplements of latest revision to the Department of Procurement Services, the Comptrollers Office and all participating City departments during the Contract period.

If the required price list/catalogs are not received within ten (10) business days after the Bid Opening Date, the Chief Procurement Office will reject the bid for being non-responsive to this requirement.

The original submitted and accepted Price List(s)/Catalog(s) will be valid and firm for the initial twelve (12) month contract term beginning with the start date of the Contract. Price List(s)/Catalogs price changes and/or issuance of revised Price List(s)/Catalog(s) is restricted to a no less than a quarterly change. All pricing will be governed by the latest editions or supplements to current manufacturers published Price Lists/Catalogs unless specified otherwise on the Proposal Page. The Contractor will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price changes and/or issuance of revised Price Lists/Catalogs prior to submittal of invoices with new prices.

The percentage of discount off is to include any and all peripheral costs (e.g. shipping, re-stocking charges, warranties, guarantees, insurance, etc.).

5.5.4. Inventory Lead Time

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of all small tools and industrial tools in catalogs on the Proposal, which is ordered by the City within fourteen (14) days after receipt of a City departments order, in lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

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

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

5.5.5. Back Orders

Electronic or written notification of backordered items must be sent immediately to the Department. For any back orders that cannot be filled within fourteen (14) days, the Department will have the option of accepting or canceling the backorder or the Department may submit a request for a substitute item. The City is not to be charged for expenses incurred due to the cancellation of backorders.

5.5.6. Misshipments/Defective Merchandise

The Contractor will be responsible for any incorrect or damaged shipments and defective merchandise. The Contractor must make arrangements with their common carrier or company personnel to pick-up unacceptable Small Tools and Industrial Tools within forty-eight (48) hours of notification.

The Contractor must replace the incorrect, damaged or defective merchandise or issue a credit within seven (7) business days of return. If the replacement merchandise or credit is not received within seven (7) business days, the City will deduct the amount of the return from any outstanding invoice at the time of payment.

The City of Chicago will not be subject to restocking charges due to Contractor error.

I. **REVISED PROPOSAL PAGES**
(For Small Tools and Industrial Tools, Addendum #3)

Following are the Bid's Proposal Pages (Schedule of Prices).

Remainder of page intentionally blank.

RFQ Header Information

Please Respond By 12/20/2012
 RFQ Number 4005
 Ship To Location 081-2020 CH 704
 For More Information Please Contact BERNIE HARGES

RFQ Description SMALL TOOLS AND INDUSTRIAL TOOLS
 Special Instructions
 Your Quote is Effective as of 12/20/2012
 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 COMMODITIES
 Target Market NO
 Advertise Date 12/07/2012
 WEB BID Edit Rules GROUP

Specification 105386
 Procurement Type BID
 Bid Deposit Required NO

Compliance Officer

Compliance Type Description

Compliance Type Description		Percentage Type Desc	Required %
No Compliance Plan Required		None	0.00 %

Addendum #3

City of Chicago
Catalog RFQ - Lines by Group

PU086C

RFQ Header Information

Please Respond By 10/23/2012
 RFQ Number 4005
 Ship To Location 081-2020 CH 704
 For More Information Please Contact TOYLA RICE

RFQ Description SMALL TOOLS AND INDUSTRIAL TOOLS
 Special Instructions
 Your Quote is Effective as of 10/23/2012
 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 COMMODITIES
 Target Market NO
 Advertise Date 9/26/2012
 WEB BID Edit Rules GROUP

Specification 105386
 Procurement Type BID
 Bid Deposit Required NO

Compliance Officer

Compliance Type Description

No. Compliance Plan Required	Percentage Type Desc	Required %
1	None	0.00 %

City of Chicago
Catalog RFQ - Lines by Group

Line No.	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #, ID, Date and Mfr	Comments
1	Catalog Line	44598.35	45098.35	GROUP A IRWIN INDUSTRIAL TOOLS	GROUP A	Discount From List	\$ 4088880	(N/A)	-51.6	\$ 1,986,000.00		ACCEPTED
<p>Group GROUP A Total Group Extended Price \$ 1,936,000.00</p>												
25	Catalog Line	44598.08	44598.08	GROUP AA POWER FASTENERS - TECHNICAL MANUAL LO ANCHORING AND FASTENING SYSTEM	GROUP AA	Discount From List	\$ 750000	(N/A)	-70.5	\$ 221,250.00		ACCEPTED
<p>Group GROUP AA Total Group Extended Price \$ 221,250.00</p>												
2	Catalog Line	45098.38	45098.38	GROUP B APEX TOLL GROUP	GROUP B	Discount From List	\$ 250000	(N/A)	-50.6	\$ 123,500.00		ACCEPTED
<p>Group GROUP B Total Group Extended Price \$ 123,500.00</p>												
26	Catalog Line	44598.09	44598.09	GROUP BB TRIJUMP TWIST DRILL - MRO / CONSTRUCTION PRODUCT CATALOG	GROUP BB	Discount From List	\$ 800000	(N/A)	-61.5	\$ 231,000.00		ACCEPTED
<p>Group GROUP BB Total Group Extended Price \$ 231,000.00</p>												
3	Catalog Line	45098.39	45098.39	GROUP C MILWAUKEE HEAVY DUTY ELECTRIC TOOLS	GROUP C	Discount From List	\$ 400000	(N/A)	-49.6	\$ 201,600.00		ACCEPTED
<p>Group GROUP C Total Group Extended Price \$ 201,600.00</p>												
27	Catalog Line	44598.10	44598.10	GROUP CC GREENLEE FULL PRODUCT CATALOG	GROUP CC	Discount From List	\$ 1000000	(N/A)	-27.5	\$ 735,000.00		ACCEPTED
<p>Group GROUP CC Total Group Extended Price \$ 735,000.00</p>												
4	Catalog Line	45098.43	45098.43	GROUP D RIGID TOOLS	GROUP D	Discount From List	\$ 10000	(N/A)	-22.9	\$ 7,710.00		ACCEPTED
<p>Group GROUP D Total Group Extended Price \$ 7,710.00</p>												
28	Catalog Line	44598.11	44598.11	GROUP DD SPERRY INSTRUMENTS FULL LINE PRODUCTS CATALOG	GROUP DD	Discount From List	\$ 600000	(N/A)	-35.5	\$ 387,000.00		ACCEPTED
<p>Group GROUP DD Total Group Extended Price \$ 387,000.00</p>												
5	Catalog Line	45098.45	45098.45	GROUP E STANLEY PROTO INDUSTRIAL TOOLS	GROUP E	Discount From List	\$ 510000	(N/A)	-51.5	\$ 247,500.00		ACCEPTED
<p>Group GROUP E Total Group Extended Price \$ 247,500.00</p>												
29	Catalog Line	44598.12	44598.12	TRU-CUT RETAIL PRICE LIST	GROUP EE	Discount From List	\$ 550000	(N/A)	-60	\$ 220,000.00		ACCEPTED

City of Chicago
Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID	Date and Mfr	Comments
6	Catalog Line	45098.57	45098.57	GROUP F AMESTRUE TEMPER	GROUP F	GROUP EE		Discount From List \$100000	(N/A)	-53.5	\$190,000.00			ACCEPTED
Total Group Extended Price											\$ 320,000.00			
30	Catalog Line	44598.13	44598.13	MSC INDUSTRIAL SUPPLY COMPANY - THE BIG BOOK	GROUP FF	GROUP F		Discount From List \$10000	(N/A)	-8.1	\$591,400.00			NOT ACCEPTED
Total Group Extended Price											\$ 190,000.00			
7	Catalog Line	45098.60	45098.60	GROUP G LOUISVILLE LADDER TOOLS	GROUP G	GROUP FF		Discount From List \$10000	(N/A)	-50.2	\$4,980.00			ACCEPTED
Total Group Extended Price											\$ 4,980.00			
31	Catalog Line	44598.14	44598.14	GROUP GG FASTENAL BID BLUE PRICE LIST	GROUP GG	GROUP G		Discount From List \$600000	(N/A)	-9.6	\$43,600.00			ACCEPTED
Total Group Extended Price											\$ 4,980.00			
8	Catalog Line	45098.61	45098.61	GROUP H CHANNEL LOCK TOOLS	GROUP H	GROUP GG		Discount From List \$20000	(N/A)	-51.1	\$9,780.00			ACCEPTED
Total Group Extended Price											\$ 543,600.00			
32	Catalog Line	44598.15	44598.15	GROUP HILT PRODUCTS	GROUP HH	GROUP H		Discount From List \$1000000	(N/A)	-22.6	\$694,000.00			ACCEPTED
Total Group Extended Price											\$ 694,000.00			
9	Catalog Line	45098.62	45098.62	GROUP I PEER/ADVANCE BRUSH	GROUP I	GROUP HH		Discount From List \$50000	(N/A)	-48.5	\$25,750.00			ACCEPTED
Total Group Extended Price											\$ 25,750.00			
10	Catalog Line	45098.64	45098.64	GROUP J STARRETT PRECISION TOOLS	GROUP J	GROUP I		Discount From List \$25000	(N/A)	-32.6	\$19,350.00			ACCEPTED
Total Group Extended Price											\$ 19,350.00			
11	Catalog Line	45098.87	45098.87	GROUP K WARWOOD TOOL COMPANY	GROUP K	GROUP J		Discount From List \$20000	(N/A)	-77.5	\$10,500.00			ACCEPTED
Total Group Extended Price											\$ 10,500.00			

Addendum #3

Small Tools and Industrial Tools, Specification 105386, Page 5 of 32

City of Chicago
Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
12	Catalog Line	45098.89	45098.89	GROUP L BLACK & DECKER/WALT	GROUP L	Discount From List	\$ 100000	(N/A)	-49.25	\$ 50,750.00		ACCEPTED
										\$ 50,750.00		
										Total Group Extended Price		
13	Catalog Line	45098.91	45098.91	GROUP M ROBERT BOSCH TOOL CORPORATION INCLUDING BOSCH ROTAZIP SKIL DREMEL HAWERA MAGNA, DIAL AND VERMONT AMERICAN	GROUP M	Discount From List	\$ 750000	(N/A)	-50.5	\$ 371,250.00		ACCEPTED
										\$ 371,250.00		
										Total Group Extended Price		
14	Catalog Line	45098.92	45098.92	GROUP N GENERAL TOOLS	GROUP N	Discount From List	\$ 500000	(N/A)	-37.5	\$ 318,750.00		ACCEPTED
										\$ 318,750.00		
										Total Group Extended Price		
17	Catalog Line	45098	45098	GROUP Q PASLODES TOOLS	GROUP Q	Discount From List	\$ 175000	(N/A)	-5	\$ 166,250.00		ACCEPTED
										\$ 166,250.00		
										Total Group Extended Price		
18	Catalog Line	44598.04	44598.04	GROUP T WERNER LADDERS	GROUP T	Discount From List	\$ 250000	(N/A)	-50.3	\$ 124,990.00		ACCEPTED
										\$ 124,990.00		
										Total Group Extended Price		
20	Catalog Line	44598.05	44598.05	GROUP U FREUD TMM, INC	GROUP U	Discount From List	\$ 65000	(N/A)	-50.2	\$ 32,370.00		ACCEPTED
										\$ 32,370.00		
										Total Group Extended Price		
23	Catalog Line	45098	45098	GROUP X HASTINGS HOT LINE TOOLS AND EQUIPMENT	GROUP X	Discount From List	\$ 75000	(N/A)	-1	\$ 74,250.00		ACCEPTED
										\$ 74,250.00		
										Total Group Extended Price		
24	Catalog Line	45098	45098	GROUP Y HI-LINE UTILITY SUPPLY CATALOG 2012	GROUP Y	Discount From List	\$ 2700000	(N/A)	-12.1	\$ 2,373,300.00		ACCEPTED
										\$ 2,373,300.00		
										Total Group Extended Price		
										\$ 9,888,930.00		Total Price

Small Tools and Industrial Tools, Specification 105386, Page 6 of 32
Addendum #3

II. BID DATA PAGES

1.1. Bid Data Pages – Group A

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.1.1. Person to Contact Regarding This Bid

NAME: Jeff Lindekugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.1.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Irwin Industrial

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.1.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

Addendum #3



October 12, 2012

Ken Gafner
Senior Territory Manager
Newell Rubbermaid/ IRWIN Tools
630-776-1371
Ken.gafner@newellco.com

To Whom It May Concern:

This letter is to state that Root Brothers (Chicago, IL) is an authorized distributor for IRWIN Tools, Lenox Industrial Tools, Rubbermaid Commercial Products, Rubbermaid Consumer Products, Sanford/ Sharpie Brands, and Dymo/ Rhino products, all Newell Rubbermaid brands.
Please do not hesitate to contact me with any questions.

Regards,
Ken Gafner

1.2. Bid Data Pages – Group AA

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.2.1. Person to Contact Regarding This Bid

NAME: Jeff Lindekugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFB E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.2.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Powers Fasteners

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.2.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



Powers Fasteners, Inc.
2 Powers Lane
Browster, NY 10509
USA

Telephone: (914) 235-6300
Fax: (914) 576-8483

Web Site: www.powers.com

October 15, 2012

Rebecca Pachniak
Root Brothers MFG & Supply Co.

Dear Rebecca,

Please use this letter as proof that Root Brothers Mfg and Supply Co is an authorized distributor for Powers Fasteners.

If you have any questions or need anything else please contact me.

Regards,

Jay Wolkoff
Customer Service Manager
Powers Fasteners

1.3. Bid Data Pages- Group B

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.3.1. Person to Contact Regarding This Bid

NAME: Jeff Lindekugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-5000
COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.3.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Apex Tool Group

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.3.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



Apex Tool Group
14600 York Rd. Ste. A
Sparks, MD 21152

10-13-12

To whom it may concern:

Root Brothers is a stocking and authorized Distributor for the following Apex products:

Armstrong Hand Tools
Gear wrench Hand Tools
Jacobs Chucks
Allen Hex Keys
Crescent
Lufkin
Nicholson
Plumb
HK Porter
Weller
Wiss
Xcelite

If you have any questions please do not hesitate to contact me.

Sincerely,

Dave Huszar
Territory Manager
C 708-214-2456
E david.huszar@apextoolgroup.com

1.4. Bid Data Pages- Group BB

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.4.1. Person to Contact Regarding This Bid

NAME: Jeff Lindekugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-5000
COMPANY: Root Brothers MFG E-MAIL: j.lindekugel@rootbrothers.co.
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.4.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Triumph Twist Drill

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.4.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



Date: December 13, 2012
To: Rebecca Pachniak
Subject: Root Brothers MFG & Supply

This letter confirms the account below as an authorized distributor of Triumph Twist Drill.

Root Brothers MFG & Supply
10307 - 25 S. Michigan Ave
Chicago, IL 60628

If you have questions, please contact customer service at 1-800-942-1501.

Thank you for your continued business.

Sincerely,

A handwritten signature in cursive script that reads 'Brent White'.

Brent R. White
National Sales Manager
Triumph Twist Drill

1.5. Bid Data Pages- Group C

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.5.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlinde.kugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.5.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Milwaukee Electric Tool

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.5.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



Nothing but **HEAVY DUTY.**

October 18, 2012

Root Brothers Manufacturing and Supply Company is an authorized Milwaukee Tool distributor of tools, accessories and parts.

Milwaukee Electric Tool Corp. is an industry-leading manufacturer and marketer of heavy-duty, portable electric power tools and accessories for professional users worldwide. Since its founding in 1924, Milwaukee has focused on a single vision: To produce the best heavy-duty electric power tools and accessories available to the professional user. Today, the Milwaukee name stands for the highest quality, durable and reliable professional tools money can buy.

Bridgette McGann
Territory Manager
Milwaukee Electric Tool
(815) 200-2000: Phone
(312) 276-8538: Fax
www.milwaukeeetool.com

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1.6. Bid Data Pages- Group CC

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.6.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: j.lindenkugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.6.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Greenlee

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.6.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____

MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



December 11, 2012

RE: Root Brothers Mfg. & Supply Co.
10307-25 South Michigan Avenue
Chicago, IL 60628

Dear Sir,

This letter is to serve as confirmation that Root Brothers Mfg. & Supply Co. is a current active Greenlee distributor of electrical, utility and communications products. Furthermore, the account is in good standing and as such, is eligible to purchase any active Greenlee sku in the current Greenlee catalog.

Sincerely,

Tracy R. Moyse

Tracy R. Moyse
Area Manager- Great Lakes Region
Greenlee

1.7. Bid Data Pages- Group D

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.7.1. Person to Contact Regarding This Bid

NAME: Jeff LindeKugel PHONE: 219-730-9044
 TITLE: Outside Sales FAX: 773-264-6365
 COMPANY: Root Brothers MFG E-MAIL: jlindeKugel@rootbrothers.com
 ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.7.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Rigid Tools

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.7.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



M. Lynn Reising
Administrator, Special Programs &
Services

Ridge Tool Company
400 Clark Street
Elyria, Ohio 44035

T: (888) 743-4333
F: (800) 873-2160
E: lynn_reising@emerson.com

October 10, 2012

To whom it may concern:

This serves as confirmation that Root Brothers, located at 10317 South Michigan Ave, Chicago, IL 60628, is a current authorized RIDGID distributor in good standing.

Regards,
M. Lynn Reising,
Administrator, Special Programs & Services

RIDGID

1.8. Bid Data Pages- Group DD

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.8.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenhugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Roof Brothers MFG E-MAIL: _____
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.8.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Sperry Instruments

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.8.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



N85 W12545 Westbrook Crossing
Menomonee Falls, Wisconsin 53051

P.O. Box 3241
Milwaukee, Wisconsin 53201

TELEPHONE 262.293.1700
FACSIMILE 262.293.7026

December 12, 2012

City of Chicago

To Whom It May Concern,

Root Brothers Hardware, located at 10307 S. Michigan Avenue, Chicago, IL 60628, is an authorized distributor of Gardner Bender and Sperry products and is in good standing with Gardner Bender/Actuant Corporation.

If you have any questions please don't hesitate to contact me.

Sincerely,

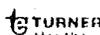
Barney Keener
National Sales Manager
Gardner Bender-Sperry/Actuant Corporation
314-610-0937 (Cell)
Barney.keener@actuant.com



MARINCO



SPERRY
INSTRUMENTS



growing stronger together.

1.9. Bid Data Pages- Group E

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.9.1. Person to Contact Regarding This Bid

NAME: Jeff Lindehugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-214-6365
COMPANY: Root Brothers MFG E-MAIL: jlindehugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.9.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Stanley Proto Industrial Tools

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.9.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

StanleyBlack&Decker

1000 Stanley Drive, New Britain, CT 06053
T (860) 225 5111 F (866) 612 7317

October 16, 2012

Root Brothers Company
Rebecca Pachniak
10307-25 South Michigan Ave,
Chicago, IL 60628

Dear City of Chicago,

Root Brothers is an authorized distributor for Stanley Black & Decker.

Thank you for your continued support.

Sincerely,



VMI Planner / Sales Administration

cc: Regional Sales Manager
Territory Manager - Lisa Apato
VP of Field Sales/VP National Accounts

1.10. Bid Data Pages- Group EE

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.10.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.10.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

In-Cut MFG Inc.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.10.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



231 Jandus Rd.
Cary, IL 60013
800-639-2272
Fax: 847-639-1981
www.TruCutMFG.com

Aaron Root
Root Brothers Mfg. & Supply
10307-25 S. Michigan Ave.
Chicago, IL. 60628

Dec 12 2012

Aaron,

I would like to acknowledge that Root Brothers Mfg. & Supply is and has been our number 1 distributor in Illinois for over 30 years. As we are an Illinois manufacturer we greatly appreciate the Illinois connection to help keep jobs in the state.

Sincerely

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

Steven J. Lebar
Owner & Mgr.

1.11. Bid Data Pages- Group F

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.11.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
 TITLE: Outside Sales FAX: 773 264-6365
 COMPANY: Root Brothers MFG E-MAIL: jlindenkugel@rootbrothers.com
 ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.11.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Ames/True Temper

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.11.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
 MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
 MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



Mike Coyne
16504 Edgewater Drive
Lakewood, OH 44107

October 16, 2012

City of Chicago
Small Tools Contract

To Whom It May Concern,

Please be advised that Root Brothers Manufacturing and Supply is an authorized distributor of
and an account in good standing with Ames True Temper.

Best Regards,

Mike Coyne,
Regional Sales Manager, Central Region
Ames True Temper

1.12. Bid Data Pages- Group FF

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.12.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: j.lindenkugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.12.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

MSC Industrial Supply Co, Inc.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: www.mscdirect.com

1.12.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



10307-25 South Michigan Avenue • Chicago, IL 60628

PHONE (773) 264-5000 • FAX (773) 264-6365

18 December 2012

City of Chicago
Department of Procurement Services
Attn: Bernie Harges-Contract Administrator
Specification 105386 Small Tool Contract

RE: Distributor Letter and Price Sheet for Group FF - MSC

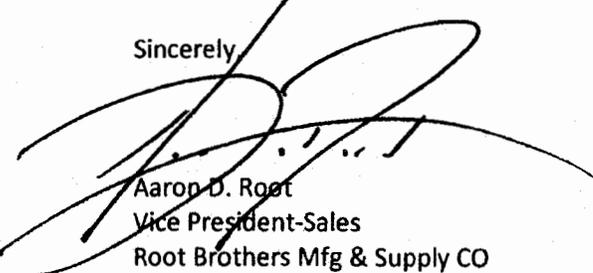
Ms. Harges,

Root Brothers hereby request that The City of Chicago accepts this letter in place of the standard Distributor Letter for the group FF -MSC - for the following reasons:

1. MSC is a distributor of the items that are listed in their catalog. As such they do not have "sub-distributors" or Dealers and directly market the products to the end user (such as the City of Chicago).
2. MSC, as a distributor themselves, will not quote any other distributors on the products listed in their catalog.
3. Root Brothers Mfg & Supply is a distributor for most if not all of the items listed in the MSC web site.
4. Many of the brand names listed in the MSC website are items that are listed in the other categories in this specification. This double availability of the same items will confuse the end users as well as the MSC pricing being considerably higher than those quoted direct against the specific manufacturers.
5. Due to the fact that MSC is quoting on their catalog exclusively, it effectively becomes a no bid contract. This is against normal City of Chicago policy for competitive bid policy.

In closing, Root Brothers request that this letter be accepted as a distributor letter for any item listed in the MSC Catalog. With over 3400 vendors, Root Brothers is fully prepared and capable of providing all of the items listed in the MSC website/catalog.

Sincerely



Aaron D. Root
Vice President-Sales
Root Brothers Mfg & Supply CO

1.13. Bid Data Pages-- Group G

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.13.1. Person to Contact Regarding This Bid

NAME: Jeff Lindehugel PHONE: 219-1730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindehugel@rootbrothers.co
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.13.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Louisville Ladder

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.13.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



October 16, 2012

Dear Sirs,

I am writing to confirm that Root Brothers in Chicago, Illinois is an authorized Louisville Ladder Distributor. Please advise if you have any questions or comments as to stock on hand. We appreciate your interest in Louisville Ladder.

Sincerely,

Tom Mueller
Regional Sales Manager
832-407-5431

1.14. Bid Data Pages- Group GG

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.14.1. Person to Contact Regarding This Bid

NAME: Jeff Lindehugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindehugel@rootbrothers.ca
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.14.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Fastenal

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: www.fastenal.com

1.14.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



10307-25 South Michigan Avenue • Chicago, IL 60628

PHONE (773) 264-5000 • FAX (773) 264-6365

18 December 2012

City of Chicago
Department of Procurement Services
Attn: Bernie Harges-Contract Administrator
Specification 105386 Small Tool Contract

RE: Distributor Letter and Price Sheet for Group GG - Fastenal

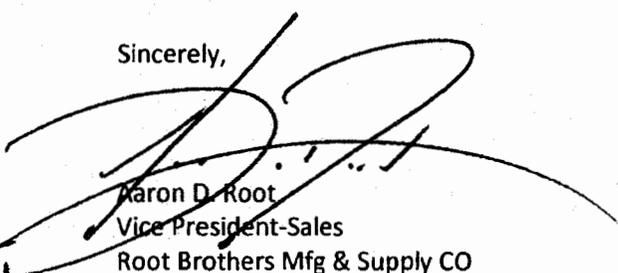
Ms. Harges,

Root Brothers hereby request that The City of Chicago accepts this letter in place of the standard Distributor Letter for the group GG - Fastenal - for the following reasons:

1. Fastenal is a distributor of the items that are listed in their catalog. As such they do not have "sub-distributors" or Dealers and directly market the products to the end user (such as the City of Chicago).
2. Fastenal, as a distributor themselves, will not quote any other distributors on the products listed in their catalog.
3. Root Brothers Mfg & Supply is a distributor for most if not all of the items listed in the Fastenal web site with the exception of Rock River, which is Fastenal's house brand of imported tools. For items that the City of Chicago request that are of the "Rock River brand", Root Brothers can and will provide an equal or better quality alternate at a lower cost than the stated contract discount.
4. Many of the brand names listed in the Fastenal website are items that are listed in the other categories in this specification. This double availability of the same items will confuse the end users as well as the Fastenal pricing being considerably higher than those quoted direct against the specific manufacturers.
5. Due to the fact that Fastenal is quoting on their catalog exclusively, it effectively becomes a no bid contract. This is against normal City of Chicago policy for competitive bid policy.

In closing, Root Brothers request that this letter be accepted as a distributor letter for any item listed in the Fastenal Catalog. With over 3400 vendors, Root Brothers is fully prepared and capable of providing all of the items listed in the Fastenal website/catalog.

Sincerely,



Aaron D. Root
Vice President-Sales
Root Brothers Mfg & Supply CO

1.15. Bid Data Pages- Group H

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.15.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: j.lindenkugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.15.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Channellock Tools

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.15.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



October 11, 2012

To Whom It May Concern:

The entity referenced below is a stocking distributor and in good standing of CHANNELLOCK Incorporated located at 1306 South Main St, Meadville PA 16335 U.S.A.

Entity: Root Brothers Mfg. & Supply Co.
10307-25 S Michigan Ave.
Chicago, IL 60628

Channellock, Inc. can guarantee an uninterrupted source of supply, with sufficient quantities of product, for the duration of the base contract period, pending, but limited to, the terms below:

- External forces beyond Channellock, Inc.'s control
- That the entity above remains in good standing with Channellock, Inc.

Should you have any questions about our distributor relationship, please do not hesitate to contact me directly at (814) 337-9341.

Sincerely,

Nicole Lindsey
Sales Support Representative
Channellock, Inc.
salessupport@channellock.com
www.channellock.com

HIGH QUALITY FORGED HAND TOOLS SINCE 1886
CHANNELLOCK, Inc. • 1306 South Main Street • Meadville, PA 16335
PHONE (800) 724-3018 • FAX (800) 962-2583
TTY/TDD (800) 654-5984 or 711
"We are an Equal Opportunity Employer"

1.16. Bid Data Pages- Group HH

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.16.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
 TITLE: Outside Sales FAX: 773-264-6365
 COMPANY: Root Brothers MFG E-MAIL: jlindenkugel@rootbrothers.co
 ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.16.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Hilti

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.16.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



December 11, 2012

To Whom It May Concern:

This letter will confirm for your files that Hilti, Inc., an Oklahoma corporation with its principle place of business at 5400 S. 122nd East Avenue, Tulsa, Oklahoma 74146 ("Hilti") agrees to sell Hilti brand products to Root Brothers, who is an authorized dealer, for the duration of any contract that may be awarded to Root Brothers by the City of Chicago. All products shall be sold in accordance with Hilti's standard terms and conditions of sale.

With best regards,

Mary A. Hughes
Manager Legal Services
Hilti North America

Hilti, Inc.

5400 South 122nd East Avenue
Tulsa, OK 74146 USA

T (918) 872-3000 | F 800-879-7000
www.hilti.com

1.17. Bid Data Pages-- Group I

Bidder is required to complete the appropriate information for the Small Tools and industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.17.1. Person to Contact Regarding This Bid

NAME: Jess Lindenkugel PHONE: 319-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: j.lindenkugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.17.2 Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Pferd/Advanced Brush

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.17.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

PFERD INC. Leominster, MA
PFERD INC. 30 Jytek Dr. Leominster MA 01453



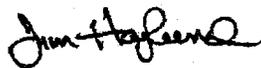
PFERD – Tools
For Grinding,
Cutting, Brushing,
Deburring, Milling,
Filing and Polishing.

October 18, 2012

To Whom It May Concern:

This letter is to verify that Root Bros. Mfg. & Supply, 10307 S. Michigan Ave., Chicago, Illinois 60628 is a certified PFERD INC. Distributor.

Regards,



Jim Haglund
Technical Service Rep
PFERD INC.
978-571-0658

1.18. Bid Data Pages- Group J

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.18.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 219-730-9044
 TITLE: Outside Sales FAX: 773-264-6365
 COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.co
 ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.18.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Stewart Precision Tools

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: List, Price

1.18.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

Starrett



October 10, 2012

To whom it may concern,

Root Brothers Manufacturing & Supply located at 10307-25 South Michigan Avenue, Chicago, IL 60628 has been a Starrett Distributor since 1953.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Diane L. Newton (Mrs.)
Supervisor Deduction Management
The L S Starrett Company
P 978-249-3551 Ext. #501
F 978-249-5440
dnewton@starrett.com

The U.S. Starrett Company
100 Commercial Street
New Bedford, MA 01945

PRECISION TOOLS • GAGES • SAW BLADES • FILING TOOLS • COBALT
MEASURING SOLUTIONS • OPTICAL AID VISION • I.E. SURFING SYSTEMS •
INDUSTRIAL TOOLS • SPECIALTY TOOLS

Tel: 978 247 3551 Fax: 978 247 8400

www.usstarrett.com

1.19. Bid Data Pages-- Group K

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.19.1. Person to Contact Regarding This Bid

NAME: Jeff Linde Kugel PHONE: 219 730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlinde.kugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.19.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Warwood Tool Co.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL. Price List

1.19.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

WARWOOD TOOL COMPANY

P.O. BOX 6357
164 NORTH 19TH STREET
WHEELING, WV 26003

PHONE: 304-277-1414
FAX: 304-277-1420
TOLL FREE: 877-687-1410

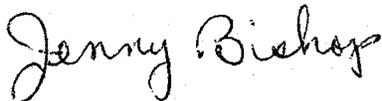
TO WHOM IT MAY CONCERN:

This letter is to advise you that the following company has been an active Distributor for Warwood Tool Company for over 30+ years.

Root Brothers Mfg
10307 South Michigan Avenue
Chicago, IL 60628

They are in good standing and a great business to work with. If you need any other information, please contact me at your convenience.

Yours truly,



Jenny Bishop
Accounts Receivable/Credit

1.20. Bid Data Pages- Group L

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.20.1. Person to Contact Regarding This Bid

NAME: Jeff Linde Kugel PHONE: 219-730-9044
 TITLE: Outside Sales FAX: 773-2104-6365
 COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
 ADDRESS: 10307-25 S. Michigan Ave.
Chicago, IL 60628

1.20.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Black & Decker/Neuralt

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.20.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

StanleyBlack&Decker

October 10, 2012

RE: Authorized Distributor

Dear Valued Customer:

Root Brothers is an authorized distributor for the Stanley Black & Decker. Other brands that they are authorized to sell are DeWALT and Porter Cable.

Benjamin Bohm
Account Manager

1.21. Bid Data Pages- Group M

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.21.1. Person to Contact Regarding This Bid

NAME: Jeff Lindekugel PHONE: 219-730-9014
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.21.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Robert Bosch Tool Corp including Bosch,
Rotary, Skil, Dremel, Hawera, Magna,
DML + Vermont American.

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.21.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



October 18, 2012

Robert Bosch Tool Corporation
1800 W. Central Rd.
Mount Prospect, IL 60056
Telephone 224-232-5871
Fax 866-307-3991
www.bosch.us

Root Brothers Mfg. & Supply Co.
10307-25 S. MICHIGAN AVE.
Chicago, IL 60628

To Whom It May Concern:

Please accept this letter as confirmation that Root Brothers Mfg. & Supply is authorized to purchase and distribute Bosch power tool and accessory products.

For further information or assistance, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads 'Alex Schroeder'.

Alex Schroeder

District Manager

Robert Bosch Tool Corporation

1.22. Bid Data Pages- Group N

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.22.1. Person to Contact Regarding This Bid

NAME: Jeff Lindenkugel PHONE: 319-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: j.lindenkugel@rootbrother.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.22.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

General Tools

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price list

1.22.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

Addendum #3



GENERAL TOOLS & INSTRUMENTS

405 Wilson Lane • Addison, IL 60101 • TEL: 630-628-7826 • FAX: 630-628-7847 • Mobile: 630-427-7833
E-MAIL: c.diciolla@generaltools.com

October 29, 2012

Aaron Root
Root Bros.
10307-25 S. Michigan
Chicago, IL 60628

Dear Aaron,

Please be advised that **Root Bros. Mfg. & Supply Co.** (Chicago, IL) is an authorized dealer/distributor of General Tools & Instruments. Should you have any questions, you may contact me at the address or phone numbers above.

Sincerely,

Carlo Diciolla

Carlo Diciolla
Midwest Regional Sales Manager

1.23. Bid Data Pages-- Group Q

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.23.1. Person to Contact Regarding This Bid

NAME: Jeff Lindekugel PHONE: 319-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.23.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Parade Tools

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.23.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

—Established 1938—

ALLIED PACKAGING

SYSTEMS & SUPPLIES

fax: 708.344.6090
www.alliedpackaging.com
email: info @ alliedpackaging.com

A Division of CHICAGO STAPLE & SHIPPING SUPPLY CO.

133 North 25th Avenue
Melrose Park, IL 60160-3061
Tel: 708.450.9333

10-15-12
Rebecca Pachniak
Root Brothers MFG. & Supply Co.
Municipal Industrial Sales
10307-25 S. Michigan Ave.
Chicago, IL.
60628
www.rootbros.com

This letter is confirmation that Root Brothers MFG. & Supply Co.
Is an authorized distributor of the Paslode Line of nailing, stapling,
and fastening tools. With access to repair parts and the full line of
Paslode and DUO-Fast Tool line.

Signed
Mike Thacker
Paslode / Duo-Fast
Account Manager

1.24. Bid Data Pages- Group T

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.24.1. Person to Contact Regarding This Bid

NAME: Jeff Linde Kugel PHONE: 219-730-9044
 TITLE: Outside Sales FAX: 773-264-6365
 COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
 ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.24.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Werner Rodder

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.24.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
 MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
 MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacture's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



93 Werner Road
Greenville, PA 16125

October 15, 2012

TO: Whom It May Concern

This letter will serve as an official notification recognizing the following organization as an authorized distributor of Werner Company Products and Services:

Root Brothers Mfg & Supply Co.
10307-25 South Michigan Ave.
Chicago IL, 60628

Please contact me if any further information is required. Thank you for your interest in Werner Company.

Regards,

A handwritten signature in cursive script that reads "Tim Millar".

Tim Millar
Director of Sales
Werner Company
317-847-0496
tmillar@wernerco.com

1.25. Bid Data Pages- Group U

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.25.1. Person to Contact Regarding This Bid

NAME: Jeff Linde Kugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.25.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Frend

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price List

1.25.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DEALER *	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

freud[®]

Precisely the best.

October 15, 2012

Rebecca Pachniak
Root Brothers MFG & Supply Co.
10317 S. Michigan Avenue
Chicago, IL 60628

To Whom It May Concern,

Root Brothers Supply Co is an Authorized Dealer for Freud Tools with access to our entire product line. They are in good standings with our company. We have had several years of successful business dealings With Root Brothers MFG & Supply Company.

Thank You,



John Parsons
District Sales Manager
Freud Tools USA

1.26. Bid Data Pages- Group X

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.26.1. Person to Contact Regarding This Bid

NAME: Jeff Lindekugel PHONE: 219-730-9044
 TITLE: Outside Sales FAX: 773-264-6365
 COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
 ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.26.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line item and goods, work or services proposed. Attach additional sheets as needed.

Hastings Hot Line Tools + Equipment

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/ Catalog URL: Price list

1.26.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DEALER * YES: _____ NO: _____
 MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: X NO: _____

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.



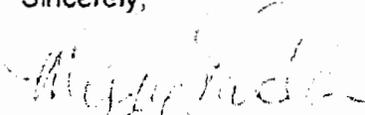
October 23, 2012

LETTER OF AUTHORIZATION

To Whom It May Concern:

We, HASTINGS FIBER GLASS PRODUCTS, INC., authorize Root Brothers to sell our products..

Sincerely,


Missy London
Sales Administrator
HASTINGS Hot Line Tools

1.27. Bid Data Pages—Group Y

Bidder is required to complete the appropriate information for the Small Tools and Industrial Tools proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data pages, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A."

1.27.1 Person to Contact Regarding This Bid

NAME: Jeff Linde Kugel PHONE: 219-730-9044
TITLE: Outside Sales FAX: 773-264-6365
COMPANY: Root Brothers MFG E-MAIL: jlindekugel@rootbrothers.com
ADDRESS: 10307-25 S. Michigan Ave
Chicago, IL 60628

1.27.2. Manufacturer Pricelist/Catalog Proposed:

Provide for each line and goods, work or services proposed. Attach additional sheets as needed.

Hi-Line Utility Supply

** If proposed Pricelist/Catalog is available online the URL must be provided.

Pricelist/Catalog URL: Online pricing only

1.27.3. Manufacturer, Manufacturer's Authorized Dealer/Distributor

INDICATE IF YOU ARE:

MANUFACTURER YES: NO:
MANUFACTURER'S AUTHORIZED DEALER * YES: NO:
MANUFACTURER'S AUTHORIZED DISTRIBUTOR* YES: NO:

* If an authorized manufacturer's dealer or manufacturer's distributor; bidder is to provide the name, address and phone number or manufacturer, and written documentation from the manufacturer verifying status, with the bid.



October 17, 2012

Root Brothers Manufacturing & Supply
10307-25 South Michigan Ave
Chicago, IL 60629

To whom it may concern:

Please be advised that Root Brothers is an authorized distributor for Hi-Line Utility Supply's products. Hi-Line is the "one source" supplier of T&D tools and safety equipment.

Please contact Hi-Line at 800-323-6606 if there are any additional questions.

Sincerely,

Sara Hasselman
Marketing Coordinator



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 39319

Date of This Filing: 12/18/2012 06:37 PM

Certificate Printed on: 12/18/2012

Original Filing Date: 12/18/2012 06:37 PM

Disclosing Party: Root Brothers Mfg & Supply Company
Title: Vice President - Sales/Secretary

Filed by: Aaron Root

Matter: Small and Industrial Tools

Applicant: Root Brothers Mfg & Supply
Company

Specification #: 105386

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

8. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

8.1. Online EDS Filing Required Prior To Bid Opening

The Proposer must prepare an online EDS prior to the bid opening date.

A PROPOSER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

1. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
2. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
3. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
4. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

8.2. Online EDS Web Link

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

8.3. Online EDS Number

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: 39319

8.4. Online EDS Certification of Filing

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

8.5. Preparation Checklist for Registration

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

- _____ 1. Invitation number, if you were provided an invitation number.
- _____ 2. EDS document from previous years, if available.
- _____ 3. Email address to correspond with the Online EDS system.
- _____ 4. Company Information:
 - _____ a. Legal Name
 - _____ b. FEIN/SSN
 - _____ c. City of Chicago Vendor Number, if available.
 - _____ d. Address and phone number information that you would like to appear on your EDS documents.
 - _____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

8.6. Preparation Checklist for EDS Submission

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 2. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

8.7. EDS Frequently Asked Questions

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company, or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A: An EDS must be submitted in any of the following three circumstances:

- 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.
- Entities holding an interest:** Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
- 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.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

- Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?
- A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.
- Q: I don't have an email address. How do I submit an Online EDS?
- A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com, www.yahoo.com, or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.
- Q: I forgot my user ID. Can I register again?
- A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.
- Q: Who is the EDS Captain?
- A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and deactivate accounts of employees who have left the organization. Please see the User Manual for more information.
- Q: Why do we need EDS Captains?
- A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.
- Q: Who is the EDS team?
- A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.
- Q: I forgot my password. What should I do?
- A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.
- Q: How do I complete an Online EDS?
- A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.
- Q: How do I fill out a Disclosure of Retained Parties?
- A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit".
- Q: How do I attach documents?
- A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.
- Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration". Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>
- The Online EDS has been tested on Internet Explorer 6.0, 7.0, Firefox 2.0, and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

9. CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 2%, as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in described in MCC 2-92-410 will not be allocated to the same bid.

1. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410?

Yes No

2. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?

Yes No

3. Street address of business location within the City of Chicago (P.O. address not accepted):

10307-25 S. Michigan Ave, Chicago, IL 60628

4. Describe the business activities are carried out at the location listed above:

Retailer + distributor

5. How many full-time regular employees are currently employed at the location listed above? 45

6. List City of Chicago business license(s) held. If none are required, indicate, "None required":

41250

In order for the Chicago Business Preference to be allocated to Bidder's bid if applicable, the undersigned affirms that the above statements are correct.

Name of Bidder:

Root Brothers MFG + Supply Co.
(Print or Type)

Signature of Authorized Officer:

[Signature]
(Signature)

Title of Signatory:

Caron D. Root
(Print or Type)

State of Illinois

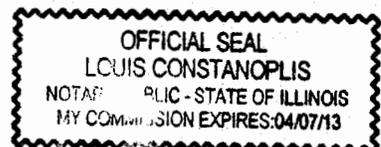
County of Cook

On this 18 day of December, 2012, Caron D. Root personally appeared as an

Authorized Officer of Root Brothers MFG + Supply Co. (Business Name) and, known to me be the person described in the this Affidavit, acknowledged that he/she executed the same in the capacity herein stated and for the purpose herein contained.

Louis Constantinopolis
(Notary Public Signature)

Commission Expires: 4/07/13 (seal)



AWARD FOLDER PACKAGING DPS CONTRACT SERVICES

EXECUTION PAGES

Attached Not applicable

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Joint Venture |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Partnership |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Proprietor |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Corporate By-Laws or other authorization for other than president to sign |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Proposal Acceptance by City |

10. BID EXECUTION PAGES

10.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number 105386 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) 1, 2+3, 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 or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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 restraint of freedom of 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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: Root Brothers MFG + Supply Co.
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) [Signature]
(Signature)

TITLE OF SIGNATORY: David K. Root
(Print or Type)

BUSINESS ADDRESS: 10307-25 S. Michigan Ave
(Print or Type) Chicago, IL 60628

*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.

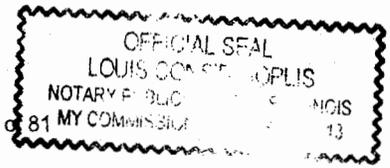
ATTEST: [Signature]
(Corporate Secretary Signature) (Affix Corporate Seal)

State of Illinois County of COOK

This instrument was acknowledged before me on this 18 day of December, 2012 by David K. Root as President (or other authorized officer) and Caron D. Root as Secretary of Root Brothers MFG + Supply Co.
(Corporation Name) (Seal)

[Signature]
Notary Public Signature

Commission Expires: 4/2/13



10.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number 105386 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture 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 Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____ Commission Expires: _____ (Seal)

10.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number 105386 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate, or incomplete.

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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under 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: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

10.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number 105386 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate, or incomplete.

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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

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

Registration Number: _____
(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

10.5 Bid Acceptance by City

Contract No.: 28295

Specification No.: 105386

Vendor Name: ROOT BROS MFG & SUPPLY COMPANY

Total Amount (Value): \$9,336,080.00

Fund Chargeable: 012-0100-081-04340-0341-0341 and various

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.

CITY OF CHICAGO

Roberto E. Escamell SRP 6/10/13
Mayor Date

[Signature] 6/6/13
Comptroller Date

[Signature] JUN 07 2013
Chief Procurement Officer Date

R3

[Signature]

EXHIBIT 4

General Conditions

**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.

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

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

II. **REQUIRED SUBMITTALS**

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

A. **MBE/WBE Participation Documentation**

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

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

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

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

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

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

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

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF DELIVERABLES

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

GC-28 DELIVERY

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

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT: EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

GC-41 FEDERAL CLAUSES (CON'T.)

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

5. **Records and Audits**

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

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

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

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

6. Environmental Requirements

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

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

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

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

7. **No Exclusionary or Discriminatory Specifications**

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

8. **Cargo Preference - Use of United States Flag Vessels**

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

9. **Fly America**

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

10. **No Federal Government Obligations to Third Parties**

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

11. **Allowable Costs**

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

GC-41 FEDERAL CLAUSES (CON'T.)

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

13. Contract Work Hours and Safety Standards Act

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

GC-41 FEDERAL CLAUSES (CON'T.)

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

14. Veteran's Preference

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

15. Copyright Ownership

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

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

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Nelson Transportation
Address: 10953 S. Green St., Chicago, IL 60643
E-mail: Freddie
Contact Person: Freddie Nelson Phone: 312-961-9236
Dollar Amount Participation: \$ 31,250.00 D.U.R.
Percent Amount of Participation: 25% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: Securatex Ltd.
Address: Two Trans Am Plaza DR., Suite 150, Oak Brook Terrace, IL
E-mail: mkruschke@securatex.com
Contact Person: Patricia DuCanto Phone: 630-317-8983
Dollar Amount Participation: \$ 12,500.00 D.U.R.
Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Nelson Transport Certifying Agency: CITY OF Chicago
Address: 10953 S. Green St Certification Expiration Date: 10-1-13 / OAL 10-1-16
City/State: Chgo, IL. Zip: 60643 FEIN #: 36-4317690
Phone: 312-961-9236 Fax: 708-474-9093 Contact Person: Freddie Nelson
Email: FNelson@nelsontransport.com Contract #: 1385-12866

Participation: [] Direct [X] Indirect

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

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

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

To deliver and supply items to Cook County.

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

\$31,250.00, 25% Net 15 days upon receipt of invoice. D.U.R.

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Freddie Nelson
Signature (MWBE)

Freddie Nelson
Print Name

Nelson Transport
Firm Name

December 13, 2013
Date

Aaron D. Root
Signature (Prime Bidder/Proposer)

AARON D. ROOT
Print Name

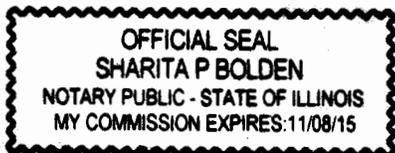
ROOT BROTHERS Mfg.
Firm Name

December 13, 2013
Date

Subscribed and sworn before me

this 13th day of December, 2013.
Notary Public Sharita P. Bolden

SEAL



Subscribed and sworn before me

this 13th day of December, 2013.
Notary Public Sharita P. Bolden

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 05 2012

Freddie Nelson
Nelson Transport Services, Inc.
10953 South Green Street
Chicago, IL 60643-3807

Annual Certificate Expires: October 1, 2013

Dear Mr. Nelson:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **October 1, 2016**.

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. 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.

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

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

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

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Securalex, LTD Certifying Agency: City of Chicago
 Address: Two Trans Am Plaza Drive Certification Expiration Date: 1-31-2013 / OAL 1-31-14
 City/State: Cook County, IL 201091-5209 FEIN #: 36-3432375
 Phone: 630-317-9980 Fax: 630-317-9996 Contact Person: Patricia DiCanto
 Email: m.kausck@Securalex.com Contract #: 1385-12866

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

To provide Security Services

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

\$ 17,500.00 ; 10% Net 30 days

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

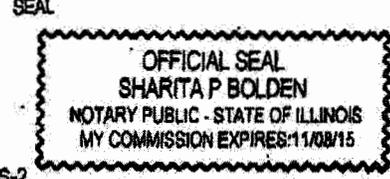
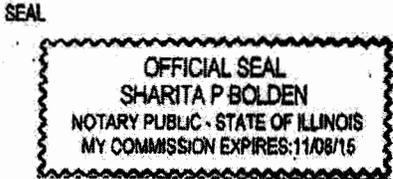
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Patricia DiCanto
 Signature (MWBE)
Patricia DiCanto
 Print Name
Securalex, LTD
 Firm Name
December 13, 2013
 Date

Aaron D. Root
 Signature (Prime Bidder/Proposer)
Aaron D. Root
 Print Name
Root Brothers MFG.
 Firm Name
December 13, 2013
 Date

Subscribed and sworn before me
 this 13th day of December, 2013
 Notary Public Sharita P. Bolden

Subscribed and sworn before me
 this 13th day of December, 2013
 Notary Public Sharita P. Bolden





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 09 2012

Patricia J. DuCanto
Securatex, Ltd.
Two Trans Am Plaza Drive, Suite 150
Oak Brook Terrace, IL 60181-5209

Annual Certificate Expires: January 31, 2013

Dear Patricia J. DuCanto:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **January 31, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **January 31, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
_____	_____
_____	_____
_____	_____

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:

10307-25 S. Michigan Av.
Chicago, IL 60628

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): 25-15-101-27-0000

25-15-101-28-0000

25-15-101-29-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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: Root Brothers D/B/A: N/A EIN NO: 36-3207806

Street Address: 10307-25 S. Michigan Av.

City: Chicago State: IL Zip Code: 60628

Phone No.: 773-264-5000

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
DAVID K. ROOT	10307-25 S. Michigan	51.90
Randall + Joan Root		33.90
Sarrett A. Root		8.90
AARON D. ROOT		8.90

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Root Brothers
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
 Signature

aroot@rootbrothers.com
 E-mail address

Vice President
 Title

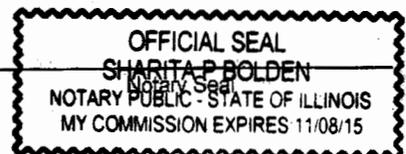
December 13, 2013
 Date

773-264-5000
 Phone Number

Subscribed to and sworn before me this 13th day of Dec, 2013

My commission expires: 11/8/15

x Sharita P. Bolden
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: AARON ROOT Title: Vice President

Business Entity Name: ROOT BROTHERS Phone: 773-264-5000

Business Entity Address: 10307-25 S. Michigan Av. Chicago, IL 60628

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature]
Owner/Employee's Signature

December 13, 2013
Date

Subscribe and sworn before me this 13th Day of December, 2013

a Notary Public in and for COOK County

[Signature]
(Signature)

NOTARY PUBLIC **SHARITA P BOLDEN**
SEAL NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/08/15

My Commission expires 11/8/15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

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(SECTION 8)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this
_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

- * **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- ** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**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: ROOT BROTHERS Mfg + Supply Co.
BUSINESS ADDRESS: 10307-25 S. Michigan Av.
Chicago, IL 60628
BUSINESS TELEPHONE: 773-264-5000 FAX NUMBER: 773-264-6365
CONTACT PERSON: TRACY LINNANE
FEIN: 36-3207806 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DAVID K. ROOT VICE PRESIDENT: GARRETT A. ROOT
SECRETARY: AARON D. ROOT TREASURER: AARON D. ROOT

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
13th day of December, 2013

x [Signature]
Notary Public Signature



My commission expires: 11/8/15
Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

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: ROOT BROTHERS Mfg + Supply Co.

BUSINESS ADDRESS: 10307-25 S. Michigan Av.
Chicago IL 60628

BUSINESS TELEPHONE: 773-264-5000 FAX NUMBER: 773-264-6365

CONTACT PERSON: TRACY LINNANE

FEIN: 36-3207806 *IL CORPORATE FILE NUMBER: D5293-8891

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DAVID K. ROOT

VICE PRESIDENT: GARRETT A. ROOT
AARON D. ROOT

SECRETARY: AARON D. ROOT

TREASURER: GARRETT A. ROOT

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
13th day of December, 2013

My commission expires: 11/8/15

x [Signature]
Notary Public Signature



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

John E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF May, 2014

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

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

OR

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

1385-12806

TOTAL AMOUNT OF CONTRACT: \$

125,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)