

CONTRACT FOR SUPPLY
CONTRACT NO: 1445-14077
FOR
JANITORIAL SUPPLIES
BETWEEN



VARIOUS COOK COUNTY AGENCIES
AND
INTER CITY SUPPLY COMPANY, INC.
(Based on City of Chicago Contract No. 18041)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 19 2014

CONTRACT FOR SUPPLY

TABLE OF CONTENTS

AGREEMENT 1
BACKGROUND 1
INCORPORATION OF BACKGROUND INFORMATION 3
INCORPORATION OF EXHIBITS 3
GENERAL CONDITIONS 3

List of Exhibits

- Exhibit 1 Price Proposal
- Exhibit 2 City of Chicago Contract (Contract No. 18041)
- Exhibit 3 Evidence of Insurance

Economic Disclosure Statement (Including MBE/WBE participation plan)

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Inter City Supply Company, Inc., doing business as a corporation 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 ("the City") solicited a formal Bid process for Janitorial Supplies and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the City of Chicago ("the City") entered into a contract on October 20, 2008 for the provision of services by the Contractor for the City relative to Janitorial Supplies ("the City Contract"); and

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

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Inter City Supply Company, Inc., herein after the "Contractor"; and

Whereas, the County, through the Various Cook County Agencies, desires certain similar supplies of the Contractor; and

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

Whereas, the Contractor agrees to provide to the County Janitorial Supplies, incorporated as Exhibit 1, Price Proposal; and

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

Whereas, this Contract shall be effective December 1, 2014 through November 30, 2015 and include one, one-year renewal option; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of \$656,000.00. 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, the County and the Contractor agree to the Terms and Conditions as stated in the City contract, hereto incorporated by reference as Exhibit 2, City Contract (Contract No. 18041), all as may be applicable to the County; and

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

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

INCORPORATION OF BACKGROUND INFORMATION

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

INCORPORATION OF EXHIBITS

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

- Exhibit 1 Price Proposal
- Exhibit 2 City of Chicago Contract (Contract No. 18041)
- Exhibit 3 Evidence of Insurance

GENERAL CONDITIONS

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 makes 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

(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.

(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. **The bidder shall have a subcontracting goal of not less than twenty-five percent (25%) MBE and ten percent (10%) WBE of the awarded contract price for work to be performed for this contract.**

- 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.

- 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.

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.

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 1:30 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 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-34 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-35 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-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 venture 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 sub agreement 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.
- (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.

(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 sub agreement 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.

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:

- (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.

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).
24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
25. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CONTRACT NO: 1445-14077

EXHIBIT 1

Price Proposal

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

Original (DPS)
Reprint

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

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
8/27/2014	85	18041	62982	414901	A	9/1/2008	2/28/2015	1

BUYER:

16505 DORIS MOORE 312-744-4924

ORDERED FROM:

INTER-CITY SUPPLY CO., INC.
8830 S. DOBSON AVE (EFT)
CHICAGO, IL 60619

MODIFICATIONS

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

PO DESCRIPTION: JANITORIAL SUPPLIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	4851301023	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 1500 ML. CX REFILL, 2/PK	Pack	28.85
2	4851301024	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 2000 ML. FMX-20 REFILL, 2/PK	Pack	32.23
3	4851301025	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 1250 ML. FMX-12 REFILL, 3/PK	Pack	32.23
4	4851301026	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 7.5 FL. OZ. BOTTLES, 8/CS	Case	12.48
5	4851301027	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 1000 ML NXT REFILL, 8/CS	Case	38.65
6	4851301028	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 800 ML BAG-IN-BOX, 12/CS	Case	51.85
7	48599.57	CLOROX CATALOG (46% DISCOUNT)	USD	0.00
8	48599.80	CLOROX CATALOG GREEN PRODUCTS (45% DISCOUNT)	USD	0.00
9	48599.33	ROCHESTER MIDLAND CORP. (23% DISCOUNT)	USD	0.00
10	48599.81	ROCHESTER MIDLAND GREEN PRODUCTS (23% DISCOUNT)	USD	0.00
11	48599.78	DIAL (46% DISCOUNT)	USD	0.00
12	48599.82	DIAL GREEN PRODUCTS (45% DISCOUNT)	USD	0.00
13	48599.92	PROCTOR & GAMBLE (40% DISCOUNT)	USD	0.00
14	48599.05	CONTINENTAL MFG. (51% DISCOUNT)	USD	0.00
15	48599.70	JOHNSON WAX (49.5% DISCOUNT)	USD	0.00
16	48599.84	JOHNSON WAX GREEN PRODUCTS (49.5% DISCOUNT)	USD	0.00
17	48599.18	IMPACT PRODUCTS (50% DISCOUNT)	USD	0.00
18	48599.93	PULLMAN HOLT (43% DISCOUNT)	USD	0.00
19	4851692010	CLEANER, SANITIZER - ANTI-MICROBIAL CLEANING AND COATING AGENT, INDUSCO BIOSHIELD 75 OR EQUIVALENT, PER QUART	Quart	26.58
20	4852505010	CLEANER, TILE - PROCOAT ACOUSTICAL TILE RESTORER IN AEROSOL, 12 OZ., 12/CS	Case	61.35

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

Any deliveries containing over shipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services, Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

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

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
8/27/2014	85	18041	62982	414901	A	9/1/2008	2/28/2015	2

BUYER:

16505 DORIS MOORE 312-744-4924

ORDERED FROM:

INTER-CITY SUPPLY CO., INC.
8830 S. DOBSON AVE (EFT)
CHICAGO, IL 60619

MODIFICATIONS

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

PO DESCRIPTION: JANITORIAL SUPPLIES

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
21	4852842014	CLEANERS, GLASS - GREEN SEAL STANDARD NO. 37 CERTIFIED GLASS CLEANER- ROCHESTER MIDLAND CORPORATION ENVIRO CARE GLASS CLEANER OR EQUIVALENT, 1 GAL BOTTLE, 4 GAL/CS	Case	26.17
22	4852842015	CLEANERS, GLASS - GREEN SEAL STANDARD NO. 37 CERTIFIED GLASS CLEANER- ROCHESTER MIDLAND CORPORATION ENVIRO CARE GLASS CLEANER OR EQUIVALENT, 55 GALLON DRUM	Drum	293.55
23	4851637030	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED MULTI-PURPOSE CLEANER- ROCHESTER MIDLAND CORPORATION ENVIRO CARE TOUGH JOB CLEANER OR EQUIVALENT, 5 GAL PAIL	Pail	42.31
24	4851637031	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED MULTI-PURPOSE CLEANER- ROCHESTER MIDLAND CORPORATION ENVIRO CARE TOUGH JOB CLEANER OR EQUIVALENT, 55 GAL DRUM	Drum	438.58
25	48599.34	RUBBERMAID (48% DISCOUNT)	USD	0.00
26	4851350150	SANITIZERS, HAND, INSTANT - PURELL INSTANT HAND SANITIZER, FOAM, TFX TOUCH FREE, 1200 ML PER BOTTLE, 2 BTLS/CS, MFR: GOJO, MODEL NO. 6392-02	Case	56.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

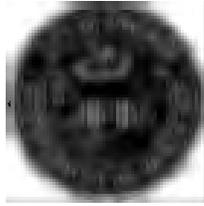
Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services, Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

CONTRACT NO: 1445-14077

EXHIBIT 2

City of Chicago Contract (Contract No. 18041)



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 27 2014

Ms. Jackie Dyess
Inter-City Supply Co., Inc.
8830 S. Dobson St.
Chicago, IL 60619

Subject: Janitorial Supplies
Specification Number: 62982
Contract Number: 18041
Modification Number: 92959
Re: One Hundred Eighty-One (181) Day Extension of Contract

Dear Ms. Dyess:

This is to advise you that the City of Chicago elects to extend the above-referenced contract for one hundred eighty-one (181) days under the same terms and conditions as the original contract, all in accordance with the provisions in Section 3.19 entitled Contract Extension Option. The extension will start September 1, 2014 and end February 28, 2015. Your contract also requires that you notify the City of any changes in ownership. Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. The web address to submit your EDS is: <https://webapps.cityofchicago.org/EDSWeb>. Furthermore, provide a current certificate of insurance as required by your contract. Submit these documents to the Department of Procurement Services, within thirty (30) days of receipt of this letter.

If you have any questions concerning this matter contact Stacy Stewart, Senior Procurement Specialist, at 312-744-2681, or stacy.stewart@cityofchicago.org.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

JLR/sps

cc: File (Specification No. 62982)
H. Woo Lee (2FM)
M. Jimenez (DPS)
Z. Adio-Saka (DPS)
G. Smith (DPS)

Contract Summary Sheet

Contract (PO) Number: 18041

Specification Number: 62982

Name of Contractor: INTER-CITY SUPPLY CO., INC.

City Department: DEPT OF AVIATION

Title of Contract: JANITORIAL SUPPLIES

Term of Contract: Start Date: 9/1/2008

End Date: 8/31/2011

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$20,425,725.66

Brief Description of Work: JANITORIAL SUPPLIES

Procurement Services/Contract Area: COMMODITIES

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

Vendor Number: 414901

Submission Date:

NOV 13 2008

Vendor No.: 414901

Purchase Order No.: 18041



**EPP-Environmentally Preferable
Procurement**

ACCEPTED

TARGET MARKET PROGRAM
Bidding Restricted to City of Chicago Certified
Minority Business Enterprise(s) (MBE) and Women Business Enterprise(s) (WBE)
With Appropriate Specialty Area Designation

SPECIFICATION NO.: 62982

RFQ NO.: 2944

JANITORIAL SUPPLIES

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

STARTING: SEPTEMBER 1, 2008

THROUGH: AUGUST 31, 2011

REQUIRED FOR USE BY CITY OF CHICAGO



VARIOUS CITY DEPARTMENTS

Fund Number: 007-0C123-0382005-1251-220340 (Various)

Information: Stacy Stewart, Contract Administrator
Phone: (312) 744-2681, e-mail: sstewart@cityofchicago.org

A Pre-Bid Conference will be held at 2:00 P.M., CST on Wednesday, May 21, 2008 in the
Department of Procurement Services, Bid and Bond Room, City Hall, 121 North LaSalle Street,
Room 403, -Conference Room B, Chicago, Illinois 60602

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE

All signatures to be sworn to before a Notary Public

All Bids must be sealed, delivered and received in the City of Chicago, Department of Procurement Services,
Bid and Bond, City Hall, 121 North LaSalle Street, Room 301, Chicago, IL 60602 NO LATER than 11:00 a.m., Chicago,
Friday, June 13, 2008. All bids packages must be completed and returned in its entirety

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

Bids must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "Janitorial Supplies", the specification number "62982" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Richard M. Daley
Mayor
SPS

Montel M. Gayles
Chief Procurement Officer

LEGAL ADVERTISEMENT NOTICE

ACCEPTED

Table of Contents

1. DEFINITIONS	1
2. GENERAL CONDITIONS	3
2.1. DOWNLOADABLE DOCUMENT	3
2.2. PREPARATION OF PROPOSAL	3
2.3. SUBMISSION OF PROPOSALS	3
2.4. WITHDRAWAL OF PROPOSALS	4
2.5. COMPETENCY OF BIDDER	4
2.6. CONSIDERATION OF PROPOSALS	4
2.7. ACCEPTANCE OF PROPOSALS	4
2.8. INTERPRETATION OF CONTRACT DOCUMENTS	4
2.9. TAXES	5
2.10. CONTRACTOR'S FINANCIAL STATEMENT	5
2.11. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS	5
2.12. NOTICES	5
2.13. NON-DISCRIMINATION	6
2.14. INDEMNITY	6
2.15. SAFETY AND LOSS CONTROL	7
2.16. LIVING WAGE ORDINANCE	8
2.17. PAYMENT TO CONTRACTOR	8
2.18. COOPERATION BETWEEN CONTRACTORS	9
2.19. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	10
2.20. SUBCONTRACTORS	10
2.21. SUBCONTRACTORS WITH DISABILITIES	10
2.22. SUBCONTRACTOR PAYMENTS	10
2.23. DEMURRAGE AND RE-SPOTTING	11
2.24. MATERIALS INSPECTION AND RESPONSIBILITY	11
2.25. CASH BILLING DISCOUNT	11
2.26. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE	11
2.27. AUDITS	11
2.28. TIME AND PROGRESS	12
2.29. PROVISIONS RELATIVE TO DELAY	12
2.30. PRICE REDUCTION	12
2.31. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1	13
2.32. CONFLICTS OF INTEREST	14
2.33. DISCLOSURE OF OWNERSHIP	14
2.34. DISCLOSURE OF RETAINED PARTIES- EXECUTIVE ORDER 97-1	14
2.35. GOVERNMENTAL ETHICS ORDINANCE	15
2.36. CHAPTER 2-58 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL	15
2.37. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO	15
2.38. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO	15
2.39. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS	16
2.40. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE	16
2.41. MACBRIDE PRINCIPLES ORDINANCE	17
2.42. CONTRACTOR CERTIFICATION	17
2.43. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE	17
2.44. FEDERAL TERRORIST (NO-BUSINESS) LIST	18
2.45. COMPLIANCE WITH ALL LAWS	18
2.46. COMPLIANCE WITH ENVIRONMENT LAWS	18
2.47. SEVERABILITY	19
2.48. FORCE MAJEURE EVENT	19
2.49. FALSE STATEMENTS	19

2.50. DEFAULT.....	20
2.51. DISPUTES.....	20
3. SPECIAL CONDITIONS.....	21
3.1. DOWNLOADABLE DOCUMENT.....	21
3.2. PRE-BID CONFERENCE.....	21
3.3. PERFORMANCE BOND.....	21
3.4. QUANTITIES.....	21
3.5. SAMPLES.....	21
3.6. BASIS OF AWARD.....	22
3.7. PRE-AWARD MEETING.....	23
3.8. CHICAGO BUSINESS PREFERENCE.....	23
3.9. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES.....	23
3.10. COMPLIANCE COMMITMENTS.....	24
3.11. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER.....	24
3.12. PURCHASE ORDER RELEASES.....	24
3.13. INVOICES.....	25
3.14. ELECTRONIC ORDERING AND INVOICES.....	25
3.15. PAYMENT.....	25
3.16. PRICE ESCALATION FOR GROUP A.....	25
3.17. CATALOGS/PRICE LISTS FOR GROUP B-U.....	26
3.18. CONTRACT PERIOD.....	26
3.19. CONTRACT EXTENSION OPTION.....	27
3.20. UNSPECIFIED JANITORIAL SUPPLIES,"GREEN", GROUP A - U.....	27
3.21. AVIATION SECURITY.....	27
3.22. AIRPORT SECURITY BADGES.....	28
3.23. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS.....	28
3.24. PARKING RESTRICTIONS.....	29
3.25. DEPARTMENT OF WATER MANAGEMENT SECURITY.....	30
3.26. POLICE SECURITY.....	31
3.27. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS SECURITY.....	32
3.28. ACCEPTANCE.....	34
3.29. DEEMED INCLUSION.....	34
3.30. NON-APPROPRIATION.....	34
3.31. TERMINATION.....	34
4. CONTRACTORS INSURANCE.....	35
4.1. INSURANCE CERTIFICATE OF COVERAGE.....	37
5. TARGET MARKET SPECIAL CONDITIONS REGARDING (MBE/WBE) MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE COMMITMENT NON-CONSTRUCTION SERVICES/GENERAL EQUIPMENT & SUPPLIES.....	38
5.1. POLICY AND TERMS.....	38
5.2. DEFINITIONS.....	38
5.3. ELIGIBILITY.....	39
5.4. PROCEDURE TO DETERMINE BID COMPLIANCE.....	40
5.5. ADVANCES AND EXPEDITED PAYMENTS.....	40
5.6. COMPLIANCE.....	41
5.7. RESOURCE AGENCIES.....	41
6. SCHEDULE B-2:.....	43
7. TARGET MARKET/SCHEDULE C-2.....	49
8. SCHEDULE D-2.....	50
9. TARGET MARKET SUBCONTRACTOR UTILIZATION REPORT.....	53
10. DETAILED SPECIFICATIONS.....	56
10.1. SCOPE.....	58
10.2. INTENT.....	56
10.3. TRADE NAMES.....	56
10.4. MANUFACTURER'S WARRANTY & PRODUCT INFORMATION.....	58
10.5. INVENTORY/LEAD TIME.....	58

10.6. DELIVERY	57
10.7. INSPECTION UPON DELIVERY	57
10.8. RECYCLED MATERIAL PREFERENCE	57
10.9. ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM	58
10.10. GREEN SEAL CERTIFIED CHEMICAL	59
10.11. PRODUCT SPECIAL REQUIREMENTS	59
10.12. MATERIAL SAFETY DATA SHEET	59
10.13. TEST AND INSPECTION	59
10.14. SAMPLES/TESTING	59
10.15. RESPONSIBILITY WITH INSPECTION	60
10.16. PRODUCT TRAINING DEPARTMENT OF AVIATION	60
10.17. PRODUCT SAFETY	60
10.18. SPILLS	61
10.19. EXPIRATION DATES OF JANITORIAL SUPPLIES	61
10.20. GROUP A - "GREEN" JANITORIAL SUPPLIES ITEMS	61
10.21. GROUP B THROUGH U - JANITORIAL SUPPLY CATALOGS & GREEN CATALOGS	61
10.22. PRICE DISCOUNTS FOR JANITORIAL SUPPLIES	61
10.23. CATALOG RESTRICTIONS	62
10.24. DISPOSABLE EMPTY CONTAINERS	63
10.25. REPORTS	63
10.26. CUSTOM CATALOG	63
10.27. ON-LINE ORDERING	63
10.28. TEXT FILE	64
10.29. BACK ORDERS	64
10.30. DISCONTINUED JANITORIAL SUPPLIES	64
10.31. RETURNS AND RESTOCKING	64
10.32. MISSHIPMENTS/DEFECTIVE MERCHANDISE	64
10.33. EXCEPTIONS	64
11. FMPS PROPOSAL PAGES	65
12. ADDITIONAL PROPOSAL INFORMATION	66
12.1. PERSON TO CONTACT REGARDING BID:	66
12.2. ON- LINE ORDERING INFORMATION	73
12.3. TEXT FILE	73
12.4. CATALOGS/PRICE LISTS SUBMITTED?	73
12.5. MSDS SUBMITTED?	73
12.6. EXCEPTIONS (EXPLAIN):	73
13. AFFIDAVIT OF CHICAGO BUSINESS	74
14. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT	76
14.1. SECTION I - GENERAL INFORMATION	76
14.2. SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS	77
14.3. SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS	78
14.4. SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES	79
14.5. SECTION V - CERTIFICATIONS	79
14.6. SECTION VI - CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS	84
14.7. SECTION VII - ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE	86
14.8. CERTIFICATION	88
15. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP	89
16. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP	80
17. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR	91
18. PROPOSAL ACCEPTANCE	92

1. DEFINITIONS

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

Attachments	means all exhibits attached hereto and/or incorporated by reference herein;
Business Day	means business days (Monday through Saturday) in accordance with the City of Chicago business calendar;
Calendar Day	means calendar days (Sunday through Saturday, excluding legal holidays) in accordance with the world-wide accepted calendar;
Chief Procurement Officer	refers to the Chief Executive Officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
City	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
Commissioner	refers to the Chief Executive Officer of the Various Using Departments, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
Contact Person	refers to personnel who will be a liaison between the City and the Contractor and be available to respond to any problems that arises;
Contract	means this contract for Janitorial Supplies, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
Contractor	refers to the person, firm, entity or corporation that is awarded this contract;
Contract Documents	are as designated herein and as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
Deliverables	means any Janitorial Supplies, documents, reports, information, etc. to be submitted by the Contractor to the City;
Department	means the Various City Departments, City of Chicago;
Environmentally Preferable Products (EPP)	means products identified as having the least adverse effect on human health and the environment are referred to as environmentally preferable products (EPP)
Force Majeure Event	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations

Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).

Holidays

means the following days in accordance with the City of Chicago; New Years Day, Dr. Martin Luther King Jr's Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day;

Proposal

as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;

Reporting Formats

means the appearance in which a report is submitted by the Contractor the City;

Subcontractor

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

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

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

ACCEPTED

2. GENERAL CONDITIONS

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

2.1. DOWNLOADABLE DOCUMENT

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

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

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

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

2.2. PREPARATION OF PROPOSAL

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

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

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

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

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

2.3. SUBMISSION OF PROPOSALS

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

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

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

2.4. WITHDRAWAL OF PROPOSALS

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

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

2.5. COMPETENCY OF BIDDER

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

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

2.6. CONSIDERATION OF PROPOSALS

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

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

2.7. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one (1) or more of the proposals, if Basis of Award in Special Conditions allows for multiple awards and/or reject any/all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.8. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other Contract documents, a written request for an interpretation thereof, may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any

Interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be faxed, electronically mailed, mailed or delivered to each person receiving a set of such Contract documents and to such other prospective bidder as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in the space provided on the appropriate proposal execution page. Oral explanations will not be binding.

2.9. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9998-1874-08. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute.

The price or prices quoted herein must include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein must agree with all Federal laws and regulations.

2.10. CONTRACTOR'S FINANCIAL STATEMENT

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

2.11. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

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

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

2.12. NOTICES

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

2.13. NON-DISCRIMINATION

A. Federal Requirements

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1968), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-8106 (1968); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1968); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

B. State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1 - 101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment-Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

C. City Requirements

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

2.14. INDEMNITY

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

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);
3. failure to perform or cause to be performed Contractor's covenants and obligations as and when required under this Contract, including Contractor's failure to perform its obligations to any subcontractor;
4. the City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute;

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

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.

To the extent permissible by law, Contractor waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820ILCS305/1 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 or judicial decision.

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 service 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.

2.15. SAFETY AND LOSS CONTROL

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

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

A training program that includes safety and the identification of worksite hazards.

Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).

Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to City equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on City property, is promptly reported to Contractor management and the Commissioner. A completed report of the accident/incident must be promptly submitted to the Commissioner.

Develop an Emergency Evacuation/Disaster Control Plan consistent with the Commissioner's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.

Contractors must also comply with the safety and health requirements of the Commissioner. The Commissioner may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

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

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

2.16. LIVING WAGE ORDINANCE

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
1. If the Contractor has twenty-five (25) or more full-time employees, and
 2. If at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
 3. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. On July 1, 2008, the Base Wage will be \$10.60 per hour. Each July 1st, thereafter the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations; If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

2.17. PAYMENT TO CONTRACTOR

Work performed under this contract is interpreted to include materials to be furnished under this contract which are suitably stored at the site of the work. Unless otherwise provided in Special Conditions, which will be subject to the provisions of Chapter 26-13 of the Municipal Code of Chicago, the Chief Procurement Officer may from time to time, in cases where the Contractor must proceed properly to perform and complete his

contract, grant to such Contractor as the work progresses an estimate of the amount already earned. All partial payment estimates must be subject to correction by the final estimate.

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

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

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

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

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

2.18. COOPERATION BETWEEN CONTRACTORS

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

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

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

2.19. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

2.20. SUBCONTRACTORS

The Contractor must, notify the Chief Procurement Officer, in writing, of the names of all Subcontractors it will use for principal parts of the work and the names of major material suppliers to be used and will not employ any that the Chief Procurement Officer may object to.

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

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

2.21. SUBCONTRACTORS WITH DISABILITIES

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

2.22. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments with each invoice for the life of the Contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at:

http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

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

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

2.23. DEMURRAGE AND RE-SPOTTING

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

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

2.24. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its Chief Procurement Officer, will have a right to inspect any material to be used in carrying out this Contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor will be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the City.

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

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

2.25. CASH BILLING DISCOUNT

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

2.26. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

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

2.27. AUDITS

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

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

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

2.28. TIME AND PROGRESS

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

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

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

2.29. PROVISIONS RELATIVE TO DELAY

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

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

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

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

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

2.30. PRICE REDUCTION

If at any time after the acceptance of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractors customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers; etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision: The

Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

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

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

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

- i. the date when notice of any such reduction was issued;
- ii. the effective date of the reduction; and
- iii. the date when the Chief Procurement Officer was notified of any such reduction.

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

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

2.32. CONFLICTS OF INTEREST

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

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

2.33. DISCLOSURE OF OWNERSHIP

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

2.34. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

Bidder will be required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit as required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer

declaring the bidder non-responsible. Moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids.

2.35. GOVERNMENTAL ETHICS ORDINANCE

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

2.36. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL

It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

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

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

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

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

7-28-390 Dumping on public way;

7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;

- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

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

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

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

2.39. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

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

2.40. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

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

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

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official

thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

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

2.41. MACBRIDE PRINCIPLES ORDINANCE

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

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

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

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

2.42. CONTRACTOR CERTIFICATION

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

2.43. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

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

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

For those bidders in competitive bid contracts, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible

bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

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

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

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

2.44. 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.

2.45. COMPLIANCE WITH ALL LAWS

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

2.46. COMPLIANCE WITH ENVIRONMENT LAWS

General

The Contractor must at all times observe and comply with all applicable Federal, State, City and other local governmental and agency laws, ordinances, rules, regulations and codes.

Environmental

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

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

If the Contractor fails to comply with any Environmental Laws, the City may terminate the Contract in accordance with the default provisions of this Agreement.

For purposes of this provision, the following definitions will apply:

"Hazardous materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), chlorofluorocarbon (CFC) refrigerator gas, petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C § 138 et seq.), and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as "hazardous substance," "hazardous waste," "toxic substance," or contaminant (or comparable term) under any of the Environmental Laws. "Special wastes" means those substances as defined in 415 ILCS 5/3.45, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G, ch.1.

2.47. SEVERABILITY

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

2.48. FORCE MAJEURE EVENT

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

2.49. FALSE STATEMENTS

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the Economic Disclosure Statement (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 a such misrepresentation. In addition, the City may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010).

2.50. DEFAULT

- A. The City may, subject to the provisions of paragraph (C) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one (1) of the following circumstances:
- i. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such other period as the Chief Procurement Officer may authorize in writing) after receipt of notice from the Chief Procurement Officer specifying such failure.
- B. In the event the City terminates this Contract in whole or in part as provided in paragraph (A) of this clause, the City may procure, upon such terms and in such manner as the Chief Procurement Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor must be liable to the City for any excess costs for such similar supplies or service; provided, that the Contractor must continue the performance of this to the extent not terminated under the provisions of this clause.
- C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the Chief Procurement Officer the failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

2.51. DISPUTES

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

ACCEPTED

3. SPECIAL CONDITIONS

3.1. DOWNLOADABLE DOCUMENT

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

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

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

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

3.2. PRE-BID CONFERENCE

A Pre-Bid Conference will be held to answer questions regarding this specification. Attendance is strongly encouraged but is not mandatory. Representatives from the Various City Departments will comprise the panel to respond to questions concerning the specification.

The Pre-Bid Conference will be held on **Wednesday, May 21, 2008**, at the Department of Procurement Services, Bid & Bond Room, City Hall, 121 North LaSalle Street, Room 403-Conference Room B, Chicago, Illinois at 2:00 p.m., as noted herein and specified in the advertisement of the public notice in this specification.

Bidders must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by email or fax at (312) 744-7679 or by emailing astewart@cityofchicago.org directed to the attention of Stacy Stewart, Department of Procurement Services, Room 403, City Hall and must be received no later than 4:30 p.m. Chicago time, on **Wednesday, May 28 2008**. Bidders are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Bid Conference.

3.3. PERFORMANCE BOND

No Bond Required.

3.4. QUANTITIES

Any quantities of Janitorial Supplies, shown on the Proposal Page are estimated usage for the initial thirty-six (36) months Contract period and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this Contract. Nothing herein will be construed as an intent on the part of the City to procure any, Janitorial Supplies, other than those determined by the Various Using Departments to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities of Janitorial Supplies are from time to time ordered, delivered and accepted on purchase order releases issued directly by the Various Using Departments.

3.5. SAMPLES

In order to determine that the proposed Janitorial Supplies conform to this specification the City reserves the right to test and/or inspect bidder's products.

For bid evaluation purposes, the bidder must furnish and deliver, upon request by the Chief Procurement Officer, at least two (2) samples of the proposed Janitorial Supplies within ten (10) calendar days from the receipt of notice. All samples must be delivered F.O.B., City of Chicago. All samples must be tagged, and labeled along with Manufacturer's Name, Material Safety Data Sheet(s) (MSDS) with the company name, address and City specification number. Failure to furnish said samples within this time period will be cause for rejection of the bid for being non-responsive to this requirement. The City Department will advise the bidder at time of request which line items to submit as samples.

Other tests and measurements may also be performed throughout the Contract term, as determined by the City.

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

3.6. BASIS OF AWARD

Contracts will be awarded based on the total lowest bid price per Group and highest bid percentage off discount per Group.

One (1) Contract will be awarded per Group based on the lowest total bid price and the highest bid percentage off manufacturer's list price submitted by a responsive and responsible bidder(s) meeting all the terms and conditions of the specification.

Bidders must quote all specified items in a Group, but are not required to bid all Groups. Contractor may be awarded one (1) or more Groups. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

The Contractor's bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of the Janitorial Supplies, delivery/transportation charges, fuel, taxes, insurance, training, fluids, testing, guarantee/warranties, profit and/or overhead, etc., required by the specifications.

Group A, Non-Catalog line Items:

Bidders are required to quote all lines within this Group. Bids will be awarded based on the lowest bid price per Groups.

Groups B through U Catalog line Items:

Bidders are required to provide the City of Chicago with the highest percentage of discount off Manufacturer's List Prices. No mark up over cost will be accepted for the following catalogs:

Group B - Clorox, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)

Group C - Granquartz, 2008 PRICE LIST - OR MOST CURRENT VERSION

Group D - Rochester Midland, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)

Group E - Dial, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)

Group F - PROCTOR & GAMBLE, 2008 PRICE LIST - OR MOST CURRENT VERSION

Group G - BUCKEYE INT INC., 2008 PRICE List - OR MOST CURRENT VERSION ("Green", Section/Items)

Group H - CONTINENTAL MFG., 2008 PRICE LIST - OR MOST CURRENT VERSION

Group I - JOHNSON WAX, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)

Group J - 3M COMMERCIAL DIV, 2008 PRICE LIST - OR MOST CURRENT VERSION

Group K - WEILER, 2008 PRICE LIST - OR MOST CURRENT VERSION

Group L - IMPACT PRODUCTS, 2008 PRICE LIST - OR MOST CURRENT VERSION

Group M - UNISOURCE/JEFCO, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green",
Section/Items)

- Group N - **UNGER**, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group O - **SIMPLE GREEN**, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group P - **PULLMAN HOLT**, PRICE GUIDE, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group Q - **CARROLL CO. PRODUCTS**, 2008 PRICE LIST - OR MOST CURRENT VERSION
("Green", Section/Items)
- Group R - **RUBBERMAID**, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group S - **ETTORE PROFESSIONAL TOOLS**, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group T - **ZEPHYR**, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group U - **TOLCO**, 2008 PRICE LIST - OR MOST CURRENT VERSION -

The Bidder is required to submit all price lists and catalogs with its bid or bid will be rejected.

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

3.7. PRE-AWARD MEETING

A pre-award meeting will be held with the Various Using Departments and the lowest responsible and responsive bidder prior to Contract award in order to determine that the bidder's proposed Janitorial Supplies conform the detailed specifications. The city may request a sample of the proposed Janitorial Supplies prior to this Pre-Award meeting.

3.8. CHICAGO BUSINESS PREFERENCE

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

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

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

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

3.9. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

Should other local government's agencies utilize this Contract and the Contractor has limited inventory, first preference for shipments must be given to the City of Chicago.

3.10. COMPLIANCE COMMITMENTS

For purposes of verifying Contractor's Compliance Commitment as stated in the Target Market Special Conditions Regarding (MBE/WBE) Minority Business Enterprise and Women Business Enterprise Commitment Non-Construction Services/General Equipment & Supplies. The Contractor will, not later than thirty (30) calendar days from the award of a Contract by the City and periodical during the term the Contract, submit regular Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the Contractor's first "Utilization Report" will be due ninety (90) calendar days after the date of Contract award, and reports will be due quarterly thereafter.

"Utilization Reports" are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 North LaSalle Street, Chicago, Illinois 60602. (NOTICE: Do not submit invoices with "Utilization Reports.") Final payments may be held until the Utilization Reports have been received.

The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to the Contract. Such rights are in addition to any other audit inspection rights contained in the Contract.

3.11. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

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

1. Schedule B-2: Affidavit of MBE/WBE Target Market Joint Venture
2. Schedule C-2: Letter of Intent from Subcontractor, Supplier and/or Consultant to Perform
3. Schedule D-2: Affidavit of Target Market Subcontractors Non - Construction Services/General Equipment and Supplies
4. FMPS Proposal Page(s)
5. Bid Data Pages
6. Economic Disclosure Statement and Affidavit.
7. Affidavit of Chicago Business.
8. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship)
9. City of Chicago Insurance Certificate of Coverage.

Note: Bidder must acknowledge receipt of a full set of Contract documents and any addenda at the top of the Proposal Execution page.

3.12. PURCHASE ORDER RELEASES

Requests for Janitorial Supplies in the form of purchase-order releases will be issued by the Various Using Departments and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s) or make any deliveries of Janitorial Supplies without receipt of a purchase order release issued by the City of Chicago. Any Janitorial Supplies provided by the Contractor without a purchase order releases, is made at the Contractor's risk. Consequently, in the event such purchase order release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any Janitorial Supplies provided without said purchase order release.

Purchase order releases will indicate Janitorial Supplies, quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information and other pertinent instructions regarding delivery.

3.13. INVOICES

Original invoices and Subcontractor Payment Certification forms must be forwarded by the Contractor to the Various Using Departments to apply against the Contract. Invoices and Subcontractor Payment Certification forms must be submitted in accordance with the mutually agreed upon time period with the User Departments.

All invoices and Subcontractor Payment Certification forms must be signed, dated and reference the City's purchase order release number and City Contract number. If a Contractor has more than one (1) Contract with the City, separate invoices and Subcontractor Payment Certification forms must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, {Project Title} description, unit of measure, pricing and/or catalog information must correspond to the items quoted on the Proposal Page. 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 overshipments or Janitorial Supplies with price escalations will be rejected unless the Contract includes a provision for such an adjustment by Contract modification. Freight, handling and shipping costs are not to be invoiced; Contract terms specify deliveries F.O.B. City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

3.14. ELECTRONIC ORDERING AND INVOICES

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

3.15. PAYMENT

The City will process payment within sixty (60) calendar days after receipt and acceptance of invoices and Subcontractor Payment Certification forms completed in accordance with the terms specified herein, the specified Janitorial Supplies, any documents or title, warranty and certificate(s) and/or completed form(s) specified herein, and all supporting documentation necessary for the City to verify delivery and acceptance of the Janitorial Supplies.

The City will not be obligated to pay for any Janitorial Supplies that was not ordered with a purchase order release or that are non-compliant with the terms and conditions of these specifications. Any Janitorial Supplies which fail tests and/or inspections are subject to replacement at the cost of the Contractor.

3.16. PRICE ESCALATION FOR GROUP A

The original bid prices will be valid and firm for the initial twelve (12) month Contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of goods provided for in this Contract, annual price adjustments of the Contract pricing may be made after receipt of written request from the Contractor showing cause substantiating the need for the increase, made no later than thirty (30) calendar days after the expiration of

each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

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

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

Any Janitorial Supplies provided by the Contractor at a price change, without a properly executed Contract modification signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for any Janitorial Supplies provided at an unapproved increase price.

3.17. CATALOGS/PRICE LISTS FOR GROUP B-U

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

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

Before a Contract can be awarded, additional copies of the specified current manufacturer's or other accepted published price lists indicated on the Proposal Pages may be requested for use by the Department of Procurement Services, Comptrollers Office, the Chicago Public Library and each participating department to facilitate audit of all invoices and purchase order releases off the Contract.

The original bid prices will be valid and firm for the initial twelve (12) month Contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, annual price adjustments of the Contract pricing may be made after receipt of

written request from the Contractor showing cause substantiating the need for the increase (i.e. new manufacturer's price list/catalog), made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

The Contractor will be responsible for forwarding new published price lists or supplements of latest revision to all participating City departments, the Department of General Services, the Comptroller's Office and the Department of Procurement Services during the Contract period.

Catalogs and dates of the catalogs listed on the Proposal Pages are listed as a point of reference for the City's requirements. Bidders must quote the most current manufacturer's catalogs that are available at the time of bid submission. Bidders must list the current catalog date and information in the Catalog #/ID, Date and Mfr section of the Proposal Pages.

3.18. CONTRACT PERIOD

The Contract will begin on or about SEPTEMBER 1, 2008 and continue through AUGUST 31, 2011, unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

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

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

3.19. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the initial thirty-six (36) month Contract period. The Chief Procurement Officer may exercise the City's right to extend this Contract following the expiration of the base Contract term for up to three (3) years, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of janitorial Supplies provided for in this Contract.

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

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

3.20. UNSPECIFIED JANITORIAL SUPPLIES, "GREEN", GROUP A - U

Any Manufacturer's Janitorial Supplies Catalog not specifically listed herein may be added to this Contract if they fall within the same specific category of Janitorial Supplies herein. The lifetime usage of the items added to this Contract must not exceed ten percent (10%) of the original Contract awarded amount.

The Various City Departments will notify the Contractor in writing of the Janitorial Supplies which are necessary and request a written price proposal for the addition of the Janitorial Supplies to this Contract by modification, then forward the documents to the Chief Procurement Officer. Such Janitorial Supplies 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 the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said Janitorial Supplies from other suppliers and to procure such Janitorial Supplies in a manner which serves the best interest of the City.

Any such Janitorial Supplies delivered by the Contractor, without a properly executed Contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any Janitorial Supplies delivered prior to the Contractor's receipt of the fully signed modification.

3.21. AVIATION SECURITY

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

3.22. AIRPORT SECURITY BADGES

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

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

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

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

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

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

3.23. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

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

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures

are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

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

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

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

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

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

3.24. PARKING RESTRICTIONS

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

the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employee's expense.

3.25. DEPARTMENT OF WATER MANAGEMENT SECURITY

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

- i. Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- ii. Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
- iii. Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

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

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

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

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

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

- i. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- ii. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his

sole discretion.

- iii. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- iv. All required City stickers and State Vehicle Inspection stickers must be valid.
- v. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

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

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

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

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

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

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

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

3.26. POLICE SECURITY

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

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

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

3.27. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS SECURITY

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

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C. facility consenting to the searches described in this Section.

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

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

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

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

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

Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.

At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.

All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

All required City stickers and State Vehicle Inspection stickers must be valid.

Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

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

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

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

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

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

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

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

3.28. ACCEPTANCE

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

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

3.29. DEEMED INCLUSION:

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

3.30. NON-APPROPRIATION

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

3.31. TERMINATION

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

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

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

ACCEPTED

4. CONTRACTORS INSURANCE

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

A. INSURANCE TO BE PROVIDED

1. Workers Compensation and Employers Liability

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

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.) Subcontractors performing work for the Contractor must maintain limits of not less than \$500,000 with the same terms herein.

3. Automobile Liability (Primary and Umbrella)

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

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

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

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

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

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

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

COPY

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/1/2007
PRODUCER (312) 341-9080 FAX: (312) 341-9084 Inner-City Underwriting Agency 1631 S Michigan Ave Unit 102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Chicago IL 60616	INSURERS AFFORDING COVERAGE	
INSURED INTER-CITY SUPPLY CO, INC. 8830 S. DOBSON AVE. CHICAGO IL 60619	INSURER A: Travelers Indemnity of IL	NAIC # 25674
	INSURER B: Travelers Property &	
	INSURER C: Travelers Indemnity Co Of	25666
	INSURER D:	
	INSURER E:	

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

INSR/ADDT LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	I6802728C289TIL-07	1/25/2008	1/25/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-2729C711-07-SEL	1/25/2008	1/25/2009	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	ISFCDF30844Y775-IND-07	1/25/2008	1/25/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Deductible \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TRUB2729C655-07	1/25/2008	1/25/2009	<input checked="" type="checkbox"/> NO STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 City of Chicago is named as additional insured as their interests may appear.

CERTIFICATE HOLDER City of Chicago	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Laxxy Robinson
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5. TARGET MARKET SPECIAL CONDITIONS REGARDING (MBE/WBE) MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE COMMITMENT NON-CONSTRUCTION SERVICES/GENERAL EQUIPMENT & SUPPLIES

5.1. POLICY AND TERMS

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with section 2-92-420 et. seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-Owned Businesses and all other regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.
- B. The Chief Procurement Officer has implemented the Target Market Program that seeks to award competitively or on a negotiated bid process to certified MBEs the established goal of 10% of the annual dollar value of all non-construction contracts and to certified WBEs 1% of the annual dollar value of all non-construction contracts.

5.2. DEFINITIONS

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

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

- E. "Target Market Joint Venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.
- F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

5.3. ELIGIBILITY

- A. Contracts included in the Target Market Program can be either MBE Target Market Contracts, WBE Target Market Contracts or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Contracts, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Contracts. On solicitations open to both MBEs and WBEs joint ventures are allowed between both.
- B. Contracts included in the Target Market Program have been identified by the Chief Procurement Officer as having at least three MBEs or three WBEs, as the case may be, that indicated their interest in participating in the contracts designated commodity area(s) by successfully being certified by the City's Contract Compliance Administrator. The Chief Procurement Officer shall select contracts for the Target Market Program which include a variety of goods and services which the City frequently contracts.
- C. The vendor may not subcontract more than fifty percent (50%) of the dollar value of the contract. The prime Target Market vendor must perform at least 50% of the awarded contract amount with their own workforces. Up to 50% of the dollar value of the Target Market contract may be subcontracted to firms who are either MBEs and/or WBEs or non-MBEs and/or non-WBEs. The purchase of goods by a VENDOR from a manufacturer or supplier for sale to the City in a contract consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Chief Procurement Officer may initiate discussions with a contractor subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- D. MBE or WBE firms will be allowed to participate in this Target Market Contract only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE participating in the contract being a part of the bid/proposal response.
- E. The Chief Procurement Officer may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the MBE/WBE program. Where necessary or useful, the Chief Procurement Officer may require or encourage MBEs and WBEs to participate in training programs offered by the Department of Planning and Economic Development or other City departments or agencies as a condition of participation in the Target Market Program.
- F. The Chief Procurement Officer shall be authorized to review whether any MBE or WBE actively involved in the Target Market Program should be precluded from participation in the Target Market Program in the following year to prevent the domination of the Target Market Program by a small number of MBEs or WBEs. The decision of the Chief Procurement Officer to exclude a vendor from the Target Market Program is final and non-appealable. The Chief Procurement Officer shall review the participation of any vendor in the Target Market Program which has been awarded as the prime vendor in a calendar year either: (i) five (5) or more Target Market Contracts; or (ii) Target Market Contracts with a total estimated value in excess of one million dollars (\$1,000,000); provided, however, that each contract used in the above computation has an estimated value in excess of ten thousand dollars (\$10,000). The factors which will be considered by the Chief Procurement Officer include:
 - i. the total number and estimated value of both Target Market and other City contracts awarded to the contractor;
 - ii. the total number and estimated value of both Target Market and other City contracts awarded to the contractor in a specific commodity area;
 - iii. the percentage of the number of both Target Market and other City contracts awarded to the contractor in a specific commodity area;
 - iv. the percentage of the total estimated value of both Target Market and other City Contracts awarded to the contractor in a specific commodity area;
 - v. the extent to which the Vendor is dominating the Target Market Program to the undue detriment of other contractors or the City; and

- vi. any other factors deemed relevant by the Chief Procurement Officer.

5.4. PROCEDURE TO DETERMINE BID COMPLIANCE

A. Schedule D-2

Bidders must submit, together with the bid, a completed Schedule D-2 committing them to the utilization of each listed firm.

B. Schedule C-2

Letter of Intent from Subcontractor, Supplier and/or Consultant to perform. In the event the Vendor fails to submit any Schedule C-2s with its bid/proposal, the City will presume that no subcontractors are performing services related to the contract absent evidence to the contrary.

C. Letters of Certification

A copy of each proposed MBE/WBE firms current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

D. Joint Venture Agreements

If the bidder/proposer is a joint venture, the bidder/proposer must provide a copy of the Joint Venture agreement and a Schedule B-2. In order to demonstrate the MBE/WBE partners share in the ownership and control, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partners authority to contractually obligate the joint venture and each partners authority to expend joint venture funds (e.g. check signing authority).

5.5. ADVANCES AND EXPEDITED PAYMENTS

- A. A vendor bidding on a Target Market Contract may request in its bid/proposal that it receive a portion of the estimated contract value at the time of award as an advance to cover start-up and mobilization costs, which the Chief Procurement Officer may grant in whole or in part. The Chief Procurement Officer will not accept requests made after bid/proposal opening. The Chief Procurement Officer may grant advances not exceeding the lesser of: (i) ten percent (10%) of the estimated contract value; or (ii) two hundred thousand dollars (\$200,000).
- B. Advances will be liquidated, and hence the City will receive a credit for these advances against payments due under the contract, commencing at the time of the first payment to the contractor after the payment of the advance. The City shall be entitled to be repaid in full no later than such time as the City pays fifty percent (50%) or more of the estimated contract value to the Contractor, or at the midpoint of the initial contract term.
- C. In the event a vendor does not perform as required by the contract and thus is not entitled to all, or part of, any contract advances or expedited payments it has received, the City shall be entitled to take appropriate actions to recover these excessive payments, including, but not limited to, liquidation against vouchers for commodities/services rendered for other awarded contracts or future bid deposits, restitution sought from the performance bond, a determination that the contractor is non-responsive, or decertification. These remedies are in addition to all remedies otherwise available to the City pursuant to the contract, at law, or at equity.
- D. Due to the nature of term agreements (annual contracts with depends upon requirements contract values), there is no guarantee of the contract against which the advance can be measured or liquidated. Therefore, advances will be granted for term agreements based upon reasonable estimates at the discretion of the Chief Procurement Officer.

5.6. COMPLIANCE

- A. The Contract Compliance Administrator shall be entitled to examine on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with the requirements of the Target Market Program and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.
- B. It is a material breach of this contract if the vendor, a joint venturer, or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and the status was misrepresented by the contractor or any joint venturer. Such a breach shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity.
- C. In the event that the vendor is determined not to have been involved in any misrepresentation of the status of an MBE or WBE, the contractor shall discharge the disqualified MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as its replacement. Continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due under the contract may be withheld until corrective action is taken.

5.7. RESOURCE AGENCIES

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

U.S. Small Business Administration Program

500 W. Madison Street, Suite 1250

Chicago, Illinois 60661

Attn: General Services

(312)353-4528

S.B.A. - Bond Guarantee Program

Surety Bond

500 West Madison, Suite 1250

Chicago, Illinois 60661

Attention: Carole Harris

(312) 353-4003

S.B.A. - Procurement Assistance

500 West Madison Street, Suite 1250

Chicago, Illinois 60601

Attention: Robert P. Murphy, Area Regional Administrator

(312) 353-7381

Project information and general MBE/WBE Program information:

City of Chicago

Department of Procurement Services

Contract Monitoring and Compliance

City Hall - Room 403

Chicago, Illinois 60602
Attention: Monica Cardenas
(312)744-0845

City of Chicago
Department of Procurement Services
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4928

Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available in the Bid and Bond Room, Department of Procurement Services, City Hall, Room 301, Chicago, Illinois 60602, Monday through Friday between the hours of 8:40 am to 10:45 am and 12:00 pm to 3:30 pm.

6. SCHEDULE B-2:

AFFIDAVIT OF MBE/WBE TARGET MARKET JOINT VENTURE

This form need not be submitted if all joint venturers in the MBE/WBE Target Market Program with, a written joint venture among the MBE and/or WBE venturers. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

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

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

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

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

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

V. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentege(s) _____

Non-MBE/WBE ownership percentages(s) _____

Ownership of the Joint Venture (continued): _____

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

1. Profit and loss sharing: _____

2. Capital contributions:

a. Dollar amounts of initial contribution: _____

b. Dollar amounts of anticipated on-going contributions:

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VII. Financial Controls of Joint venture:

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

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Will any personnel proposed for this project be employees of the joint venture?:

Yes _____ No _____

A. Are any proposed joint venture employees currently employed by either venturer?

Employed by MBE/WBE

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

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

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

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

Note: If, after filing this Schedule B-2 and before the completion on the joint ventures work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

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

On this _____ day of _____, 2008, the above-signed officers

(names of affiants)

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

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

Signature of Notary Public _____

My Commission Expires: _____

(SEAL)



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

July 3, 2007

Jackie B. Dyess, President
Inter-City Supply Co., Inc.
8830 South Dobson Avenue
Chicago, Illinois 60619

ACCEPTED COPY

Annual Certificate Expires: December 1, 2008
Vendor Number: 414901

Dear Ms. Dyess:

We are pleased to inform you that Inter-City Supply Co., Inc. has been certified as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until **December 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2008**.

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

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

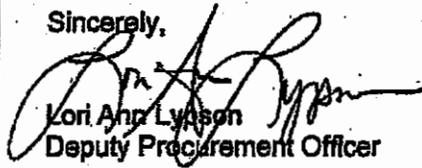
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Distributor of Janitorial Products, Disposable Food Service Supplies,
Packaging Materials, Plastic Bags, and Floor Care Equipment**

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

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

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer

LAL/ds

IL UCP HOST: METRA



ACCEPTED

7. TARGET MARKET/SCHEDULE C-2

LETTER OF INTENT FROM SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT TO PERFORM

Project Description: Janitorial Supplies

Specification Number: 62982

Please check appropriate status of subcontracting Firm:

MBE WBE Non-Minority

From: Inter-City Supply Co, Inc.
(Name of Firm)

To: Inter-City Supply and the City of Chicago:
(Name of Prime WBE/MBE/Contractor - Bidder/Proposer)

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

Sole Proprietor Corporation
 Partnership Joint Venture

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

Prime Bidder is an M/WBE

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

\$ Supply + deliver Janitorial products - Net 30 Days

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

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

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

Jackie Byess, President
Name / Title (Print)

773-731-8007
Phone

INTERCITY@AMERITECH.NET
Email Address

6/12/08
Date

ACCEPTED

8. SCHEDULE D-2

AFFIDAVIT OF TARGET MARKET SUBCONTRACTORS NON - CONSTRUCTION SERVICES/GENERAL EQUIPMENT AND SUPPLIES

Project Description: Janitorial Supplies

Specification Number: 62982

State of ILLINOIS

County (City) of COOK

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

INTER-CITY SUPPLY CO, INC. (Name of Bidder/Proposer)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan identifying sub-contractors in this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

1. Direct Participation of Subcontracting Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, can only consider involvement with MBE/WBE firms as joint venture partners. Subcontracting and supplying of goods and services directly related to the performance of this contract is open to MBE/WBE and non MBE/WBE firms. NOTICE: Subcontracting cannot exceed 50% of the total contract amount.)

A. The MBE and/or WBE bidder(s) is to attach a copy of their City of Chicago Letter of Certification.

B: If bidder/proposer is a joint venture and one or more joint venture partners, they must be certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. Subcontractors (Direct or Indirect):

1: Name of Subcontractor:

Address:

Contact Person: _____

Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

Schedule C-2 attached? Yes _____ No _____ * (see page 2)

Type of Firm:
MBE _____ WBE _____ Non-M/WBE _____

2. Name of Subcontractor:

Address:

Contact Person: _____

Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

Schedule C-2 attached? Yes _____ No _____ * (see page 2)

Type of Firm:
MBE _____ WBE _____ Non-M/WBE _____

3. Name of Subcontractor:

Address:

Contact Person: _____

Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

Schedule C-2 attached? Yes _____ No _____ * (see page 2)

Type of Firm:
MBE _____ WBE _____ Non-M/WBE _____

4. Name of Subcontractor:

Address:

Contact Person: _____

Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

ACCEPTED

Schedule C-2 attached? Yes No * (see page 2)

Type of Firm:
MBE WBE Non-M/WBE

5. Attach additional sheets as needed.

* All Schedule C-2s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)
To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

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

Name Laura Henderson

Phone Number: 773-731-8007

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

Jackie B. Byers 6/12/08
Signature of Affiant (Date)

State of Illinois

County of Cook

This instrument was acknowledged before me on 6/12/08 (date)

by Jackie Byers (name /s of person/s)

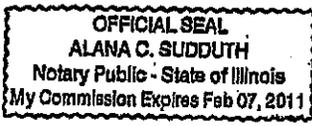
as President (type of authority, e.g., officer, trustee, etc.)

of Inter-City (name of party on behalf of whom instrument was executed).

Alana Sudduth
Signature of Notary Public

My Commission Expires: 02/07/2011

(Seal)



9. TARGET MARKET SUBCONTRACTOR UTILIZATION REPORT

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

Contract Administrator: Stacy Stewart

Specification Number: 62982

Phone Number: 312-744-2881

Contract Number: _____

Utilization Number: _____

Date of Award: _____

Project Description: Janitorial Supplies

STATE OF: (_____)

COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

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

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

(Address of Company) _____ (Phone) _____

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

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

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

Amount Billed to City: \$ _____

Amount Paid to Prime Contractor: \$ _____

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ name/s of person/s)

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

of _____ (name of party on behalf of whom instrument was executed)

Signature of Notary Public _____

My Commission Expires: _____

(Seal)

TEAM ONE Sales & Marketing

Group B

Our goal is to provide our clients with objective advice that adds measurable value to help drive profitable growth.

ACCEPTED

June 10, 2008

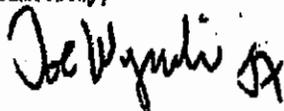
To: City of Chicago- Department of Procurement / City of Chicago
From: Joe Wysocki - Team One Sales / Clorox Manufacturing
Re: Clorox Manufacturing Distribution

To Whom It May Concern:

As the appointed Midwest Sales Representative for Clorox Manufacturing, I have the authority to inform you that, "Inter City" is an authorized distributor of Clorox.

Please feel free to contact us if you have any questions and we look forward to the opportunity to work with your different departments on the Clorox Manufacturing line.

Sincerely,



Joe Wysocki
Partner
Team One Sales & Marketing, Inc.

GranQuartz

GROUP C
Mail to:
P.O. Box 2206
Tucker GA 30085-2206/USA
Ship to:
4963 South Royal Atlanta Drive
Tucker GA 30084/USA
Telephone:
1-770-621-9777 Toll Free: 1-800-458-6222
Fax: 1-770-621-9771
e-mail: admin@granquartz.com

June 5, 2008

To Whom It May Concern:

This letter is to confirm that Inter- City Supply Co., Inc (customer # 508690) is a reseller for Granquartz in the state of Illinois.

Thank you,

Ty Consolino
MidWest Sales Manager

C. TRUMP D



Creating Integrated Solutions
Since 1888
www.rochestermidland.com

Corporate
Headquarters
333 Hollenbeck Street
Rochester NY 14621

Tel: 585 336-2200
Toll Free 800 836-1633
Fax: 585 336-2412

DISTRIBUTED PRODUCTS DIVISION
Institutional Chemical Group
Personal Care Group
International Group

ACCEPTED

May 21, 2008

To whom it may concern,

Inter City Supply Company located at 8830 S. Dobson, Chicago, IL 60619 is currently a distributor of Rochester Midland Corporation customer number 61285.

Regards,

Jackie Dadson
Administrative Assistant
Distributed Products Division

TEAM ONE Sales & Marketing

Our goal is to provide our clients with objective advice that adds measurable value to help drive profitable growth.

GROUP E

ACCEPTED

June 10, 2008

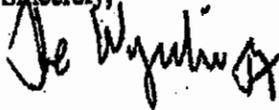
To: City of Chicago- Department of Procurement / City of Chicago
From: Joe Wysocki - Team One Sales / Dial Manufacturing
Re: Dial Manufacturing Distribution

To Whom It May Concern:

As the appointed Midwest Sales Representative for Dial Manufacturing, I have the authority to inform you that, "Inter City" is an authorized distributor of Dial.

Please feel free to contact us if you have any questions and we look forward to the opportunity to work with your different departments on the Dial Manufacturing line.

Sincerely,



Joe Wysocki
Partner
Team One Sales & Marketing, Inc.

Group

YAHOO! MAIL
C 305 C

Print - Close Window

Date: Fri, 9 May 2008 13:49:46 +0000 (GMT)
From: "Lee Starks" <starks.l@pg.com>
To: "Intercity@ameritech.net" <Intercity@ameritech.net>
Subject: P&G Pro Line Authorization

ACCEPTED



To whom it may concern,

Inter City Supply is an authorized Procter & Gamble Pro Line Distributor operating in the state of Illinois. P&G releases Pro Line brands to our authorized Pro Line distributors.

Sincerely,
Lee Starks
(815) 609-0056
Account Executive
Central Region

Touching lives. Improving life. P&G™

TEAM ONE Sales & Marketing

Group 17

Our goal is to provide our clients with objective advice that adds measurable value to help drive profitable growth.

ACCEPTED

June 10, 2008

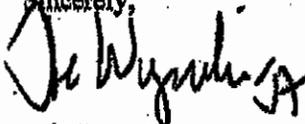
To: City of Chicago - Department of Procurement / City of Chicago
From: Joe Wysocki - Team One Sales / Continental Manufacturing
Re: Continental Manufacturing Distribution

To Whom It May Concern:

As the appointed Midwest Sales Representative for Continental Manufacturing, I have the authority to inform you that, "Inter City" is an authorized distributor of Continental.

Please feel free to contact us if you have any questions and we look forward to the opportunity to work with your different departments on the Continental Manufacturing line.

Sincerely,



Joe Wysocki
Partner
Team One Sales & Marketing, Inc.

GROUP I

JohnsonDiversey
Clean is just the beginning



Accounts Receivable/Credit Department M/S 4880
8310 16th Street
PO Box 802
Sturtevant, WI 53177-0902

CONFIDENTIAL

ACCEPTED

Fax: 262-638-2202

June 5, 2008

Attn: Marie Shellwick

RE: CITY OF CHICAGO
Inter City Supply
Jackie Dyess
8830 South Dobson
Chicago, IL 60619

Inter City Supply became our customer approximately one year ago. They paid their account balance within credit terms and are in good credit standing with JohnsonDiversey, Inc. to date.

Sincerely,

Carol Tully, Sr. Credit Analyst
Ph 262-631-4609; Fax 262-631-4955
Email: carol.tully@johnsondiverse.com

GR PK



Print - Close Window

Subject: Chicago Bid - Weller
Date: Thu, 12 Jun 2008 16:19:40 -0400
From: "Tony Hufford" <THufford@wellercorp.com>
To: intercity@ameritech.net

Laura,

Please see the attached discount off of list for your company to quote the city of Chicago. Please note that you are not set up as a Weller distributor yet and we would need to confirm that Weller has won this business with an order prior to setting you up. We would also need your bank information and three credit references and to maintain a minimum annual order quantity which we can establish if the Weller is the vendor of choice.

Thank you,

Tony Hufford | Product Manager, Marketing | Weller Corporation | Office: 570.595.7495 x449 | Fax: 570.595.5980 | www.wellercorp.com

This email and any files transmitted with it are confidential

and intended solely for the use of the individual or entity to whom they are addressed.

If you have received this email in error please notify the system manager.

This message contains confidential information and is intended only for the individual named.

If you are not the named addressee, please delete the original message and do not disseminate, distribute or copy this e-mail.

Attachments

Files:

WC327 Maintenance_Price_List_2006.xls (150k) [Preview]

08/04/2008 15:25 FAX 1 830 257 705

jpd/dow inc.

003

JUN-04-2008 15:52

GROUP 2

P.001/002

IMPACT  [®]

2840 Centennial Road • Toledo, OH 43617-1888
ph 419.841.2881 • toll free 800.333.1541 • fax 419.841.7881
www.impact-products.com

ACCEPTED

June 4, 2008

TO WHOM IT MAY CONCERN:

Inter City Supply Co. of Chicago IL is a duly authorized distributor for Impact Products LLC.

Christine D. Egleston
Impact Products LLC
2840 Centennial Rd
Toledo OH 43617
Cust Svc Asst Mgr
Bid/Contract Specialist





Quality Tools for Smart Cleaning™

Unger Enterprises
Bridgeport, USA

Unger Germany
Solingen, Germany

Unger UK
West Midlands, UK

Unger France
Paris, France

Unger India
Haryana, India

GROUP N

Inter-City Supply
8830 S. Dobson Ave.
Chicago, IL 60619
INTE00000

June 6, 2008

This letter is stating that Inter-City Supply is currently in good standards with Unger Enterprises and is authorized to purchase goods.

Regards,

Karen Brown
Lead Customer Service Support

Cc; Team One Sales/Kristin Carstens

PULLMAN-HOLT

GROUP P

COMMERCIAL FLOOR CARE EQUIPMENT

May 30, 2008

Attn: Laura Henderson
Inter-City Supply Co., Inc

ACCEPTED

To Whom It May Concern:

This letter is to verify that Inter-City Supply Co., located in Chicago, IL for the purpose of quoting the City of Chicago, is an authorized Distributor and Service Center of Pullman-Holt products.

If you have any questions please contact me at 813-971-2223 ext. 226.

Sincerely,

Sonia Logan,
Contracts Administrator

Group R



May 8, 2008

To Whom It May Concern:

InterCity Supply is and has been a distributor of record for Rubbermaid Commercial Products.

Should you have any questions, please call me. Thank you.

JoAnn Turnquist
Region Sales Manager
Rubbermaid Commercial Products
312.823.8977

Lauren Damico
Territory Sales Manager
Rubbermaid Commercial Products
773.495.4480

Stroup T



Email Letter

Thursday, June 12, 2008

To Whom It May Concern:

This letter is to inform you that Intercity Supply at 8830 S. Dobson Avenue, Chicago IL, 60619, is an authorized reseller of Zephyr Manufacturing Company. Zephyr is a U.S. manufacturer of mops and brooms.

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

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Lindstrom".

John A. Lindstrom
President

Zephyr Manufacturing Co.
200 Mitchell Road
Sedalia, MO 65301-2114 USA
660-827-0852
Fax 660-827-0713
Email: info@zephyrmtg.com

Members of: American Brush Manufacturers Association, Sanitary Supply Wholesalers Association, International Sanitary Supply Association

TEAM ONE Sales & Marketing

Our goal is to provide our clients with objective advice that adds measurable value to help drive profitable growth.

C 2012 P U

June 10, 2008

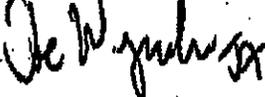
To: City of Chicago- Department of Procurement / City of Chicago
From: Joe Wysocki - Team One Sales / Tolco Manufacturing
Re: Tolco Manufacturing Distribution

To Whom It May Concern:

As the appointed Midwest Sales Representative for Tolco Manufacturing, I have the authority to inform you that, "Inter City" is an authorized distributor of Tolco.

Please feel free to contact us if you have any questions and we look forward to the opportunity to work with your different departments on the Tolco Manufacturing line.

Sincerely,



Joe Wysocki
Partner
Team One Sales & Marketing, Inc.

Group V



HOSPECO | T. Tranzonic Commercial Group
670 Alpha Drive | Highland Heights, OH 44143
HOSPECO: 800-321-8832 | 440-720-1800 | Fax 440-720-1801
INTEX: 800-259-2781 | FAX 800-804-6149

June 9, 2008

City of Chicago
City Hall, 121 North LaSalle Street, Room 301
Chicago, Illinois 60602
RFQ NO 2944, Janitorial Supplies

Please be advised that Inter City Supply is an approved Distributor and is in good standing with HOSPECO, For questions or comments. Please feel free to contact the undersigned.

Respectfully,

Noble Reed

Noble Reed
Bid Coordinator

ACCEPTED

10. DETAILED SPECIFICATIONS

10.1. SCOPE

The Contractor must furnish and deliver Janitorial Supplies F.O.B., City of Chicago, Various Using Departments and to various locations throughout the City of Chicago in accordance with the Special Conditions and Specifications herein.

10.2. INTENT

The intent of the City of Chicago's Department of Environment is to implement the Mayor's Green Program Initiative. The City will purchase Janitorial Supplies for all City owned facilities as identified in this bid and seeks to purchase environmentally preferred products which are certified by various Environmental Organizations.

10.3. TRADE NAMES

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

Reference to a specific manufacturer, trade name is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the proposal exactly what it proposes to furnish, or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

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

10.4. MANUFACTURER'S WARRANTY & PRODUCT INFORMATION

The Contractor is required to provide and transfer all documentation issued by the manufacturer for the proposed Janitorial Supplies. 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 Janitorial Supplies provided under this Contract in accordance with the standard Warranty regularly supplied.

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

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

10.5. INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity of Janitorial Supplies as to ensure the delivery of any Janitorial Supplies listed in the Proposal, which is ordered by the City within seven (7) calendar days after receipt of a City departments order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

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

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

10.6. DELIVERY

Contractor must not make any deliveries of Janitorial Supplies without an approved City of Chicago purchase order release issued by the appropriate department. Upon receipt of a purchase order release, deliveries of the proposed/requested Janitorial Supplies must be made at no charge F.O.B., City of Chicago, Various Using Departments, or to any point within the City, regardless of the purchase order release amount.

Deliveries of Janitorial Supplies must be made within seven (7) calendar days of issuance of a Purchase Order Release between the hours of 7:00 a.m.- 2:00 p.m., Monday through Friday, excluding Saturday, Sunday's or any holidays.

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

DELIVERY AND PACKAGING FOR THE CHICAGO FIRE DEPARTMENT

Unless otherwise approved by the requestor, all non-palletized shipments must be made via truck equipped with tailgate to ground powered lifts. The driver/operator must affect ground delivery.

All palletized deliveries must be shrink-wrapped for protection against movement and humidity. Pallets must not have overhang nor must they exceed four thousand pounds (4,000 lbs). The driver/operator must affect removal of pallets from truck to the city's facility.

A total shipment packing slip must be prominently displayed and adhered to the outer surface, top layer of the first out pallet load. The packing slip must include items being received, and any back orders, if applicable.

Any box(es) containing different multiple items, must be prominently labeled as such and its content will be listed on an individual, separate and distinct packing slip inserted in a prominently displayed pouch and adhered to the top outer surface of each such box. Such box(es) must be placed on the top layer of the first out pallet load.

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

10.7. INSPECTION UPON DELIVERY

Upon delivery of the specified {Project Description}, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage. The Contractor's representative may be present for the initial examinations.

If defects or omissions are discovered during the inspection, the City may:

- (i) Refuse acceptance of any/all units.
- (ii) Arrange with the Contractor to make corrections.
- (iii) Require the Contractor to remove any/all units from the City's premises at its own cost to make the necessary corrections.

Any/all labor and materials which may be required to correct non-compliant aspects of all items must be provided by the Contractor in a prompt manner, at no cost to the City. The "promptness" of corrective actions will be established by the City based upon the quantity and scope of the corrections required.

10.8. RECYCLED MATERIAL PREFERENCE

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

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

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

10.9. ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

The City of Chicago Municipal Code 2-92-595 requires all City Departments to use environmentally preferable purchasing criteria when making purchases for products and services. Environmentally preferable purchasing refers to the procurement of products and services that have the least adverse effect on human health and the environment when compared with competing products or services that serve the same purpose. Products identified as having the least adverse effect on human health and the environment are referred to as environmentally preferable products (EPP). In determining the effect of a product on human health and the environment, consideration may be given to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. EPPs minimize the consumption of natural resources; reduce the creation of solid waste, air pollution, or water pollution; minimize the use of materials or processes which compromise the environment; contribute to the goal of mitigating climate change; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

Fourteen (14) basic categories are used to provide guidance as to what constitutes an EPP. These categories include:

1. Alternative Energy Source
2. Bio-Based
3. Biodegradable
4. Compostable
5. High Recycled Content
6. Low Toxicity
7. Low Volatile Organic Compound (VOC)
8. Pollution (air, water, solid waste) Reduction
9. Recyclable
10. Repairable
11. Resource Efficient (water conserving and/or energy efficient)
12. Reusable
13. Least Adverse Effect on Climate Change
14. Sustainable Agriculture Practices

Furthermore, the City of Chicago is required to purchase recycled content products rather than non-recycled products whenever price, quality, and availability are comparable. In addition, the City will utilize the U.S. Environmental Protection Agency's (EPA) guidelines for minimum recycled content product standards as a means to meet product preferences consistent with Municipal Code 2-92-595. Guidelines can be obtained at www.epa.gov/epaoswer/non-hw/procure/index.htm.

Bidders able to supply environmentally preferable products that meet performance requirements are encouraged to offer them in their bid.

10.10. GREEN SEAL CERTIFIED CHEMICAL

Janitorial Supplies bid lines within Group A of this Contract are required to meet the Green Seal Certified GS-37, GS-40, or GS-41 for industrial and Institutional Cleaners. The City of Chicago is aware that there are numerous other certified institutes, but at this current time the specification acknowledges the "Green Seal Certification".

Catalog products purchased under this contract are considered to be green (or environmentally preferable) if the product is certified by one of the following eco-label certifications or if demonstrable proof of meeting the requirements of one of the following standards is provided. Acceptable certification include: Green Seal (www.greenseal.org (file://www.greenseal.org/)); or EcoLogo (www.ecologo.org (file://www.ecologo.org/)); or Greenguard (<http://www.greenguard.org/>); or Chlorine Free Products Association (www.chlorinefreeproducts.org (file://www.chlorinefreeproducts.org/)); or U.S. EPA Comprehensive Purchasing guidelines (<http://www.epa.gov/cpa/products.htm>); or U.S. EPA Design for the Environment (<http://www.epa.gov/dfe/>). Other standards will be considered on a case by case basis. If requested, proof of certification must be provided. An eco-label identifies a product that meets specified environmental performance criteria or standards, and is awarded by a third-party organization to products or services that are determined to meet the criteria or standards.

Eco-labeled products should be clearly identified in the catalog. The eco-label should be prominently displayed adjacent to the product.

10.11. PRODUCT SPECIAL REQUIREMENTS

PRODUCT INFORMATION

In the event that the exact brand or model described in the catalog is discontinued or unavailable in the marketplace, alternates will be acceptable as long as written approval by the Department of Procurement Services and the Using Departments are obtained prior to delivery. Unacceptable alternates or substitutes will be returned to the Contractor at the Contractor's expense. The City of Chicago will not be subject to any re-stocking service charges or expenses of any kind for unacceptable products throughout the life of the Contract.

LABELING

The manufacturer's label must state clearly and prominently that dilution with water from the cold tap is recommended and must also state the recommended level of dilution. The manufacturer must also include detailed instructions for proper use and disposal and if personal protective equipment is required for use with any Janitorial Supplies. Contractor is required to provide labeling on all products delivered. Transfer of products in ready to use form (RTU) will also require proper labeling. Labels must have the ability to be affixed to any plastic bottles, walls, etc. Contractor must provide additional labels if product is purchased in bulk. The costs for providing labels should be incorporated in the pricing.

10.12. MATERIAL SAFETY DATA SHEET

Material Safety Data Sheet (OSHA Form 20) must be submitted for each product for all Janitorial Supplies listed in the Non-Catalog line items - Group A with bid for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish an OSHA 20 Form for the Janitorial Supplies contained in the releases against this Contract with the delivery of those materials.

10.13. TEST AND INSPECTION

All testing and inspection is under the jurisdiction of the Commissioner for each participating User Departments and/or the Chief Procurement Officer or duly authorized representative(s).

10.14. SAMPLES/TESTING

In order to determine that the proposed Janitorial Supplies conforms to these specifications, the City reserves the right to test and/or inspect proposed product from all Groups A-U.

For evaluation purposes, the Bidder must furnish and deliver upon request by the Chief Procurement Officer, at least two (2) samples of the proposed Janitorial Supplies in a four (4) ounce plastic liquid container bottle or

appropriate size quantity to properly test the products in the cleaning environment within five (5) calendar days from the receipt of notice. All samples must be tagged, and labeled along with the brand name, a Material Safety Data Sheet(s) (MSDS), with the company name, address and City specification number. Failure to furnish said samples within this time period will be cause for rejection of the bid for being non-responsive to this requirement. The City Department will advise the bidder at time of request which line items to submit as samples.

The City reserves the right to take samples prior to and during the term of this contract from any lot. Any samples which do not meet minimum specifications can be rejected and will serve as rejection for the entire lot and removed at the cost of the Contractor. A decision by Commissioner to reject or accept any lots and/or samples will be final. All testing and inspection will be under the jurisdiction of the Commissioner. Testing will conform to applicable OSHA Green Seal Certification.

Other tests and measurements may also be performed throughout the Contract term, as determined by the City.

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

10.15. RESPONSIBILITY WITH INSPECTION

Notwithstanding any requirements for inspections and/or tests contained within the Detailed Specifications of this document, the Contractor must perform any inspections and test required to substantiate that the Janitorial Supplies provided under the Contract conform to the specifications and Contract requirements listed herein, including any technical requirements for the manufacturer's test procedures and ratings specified herein.

10.16. PRODUCT TRAINING DEPARTMENT OF AVIATION

TRAINING

Any product purchased will require the Contractor to train employees on Trainer/Trainee program. Overhead costs should be built into the price of products. The City will not pay for any training services related to the purchased products.

The Department of Aviation will require specific training sessions for their personnel.

Contractor must offer comprehensive training and materials for the proper use of the chemicals bid including step-by-step instructions for the proper dilution (including chemical dispensing equipment training), use and disposal. Training must be provided at no additional charge to the City of Chicago. Contractor must submit with their bid a description of the training offered to include the following criteria:

- On-site initial training for use of products.
- Ongoing training either on-site or at designated sites throughout the City of Chicago.
- Identification of staff and personnel who will conduct the training
- Training format/tool: Instructional procedural video; Brochures or laminated reference cards

The training manuals/materials will be required as part of the training process. Materials should be available on a digital format; computerized files, cd or pdf files. The Contractor is to contact David Bowman (773) 888-6089 to schedule training sessions. All training sessions for the Department of Aviation are at the Contractor's expense, and will also be responsible to reproduce the needed copies for their training. Product orientation training will be at a minimum of one (1) hour per shift. There are three (3) eight (8) hour shifts at O'Hare Airport (0600, 1400, and 2200).

10.17. PRODUCT SAFETY

The cleaners, cleansers and polishes must not contain mutagens nor be flammable. In addition, the cleaners, cleansers and polishes supplied by the Contractor must meet OSHA and any other federal, state and local safety requirements. The Contractor must be held responsible for any damage to personnel, city facilities, and equipment for cleaners, cleansers and polishes that do not meet these specifications.

Products where the MSDS requires personnel to use respiratory protective equipment are prohibited.

10.18. SPILLS

The Contractor is solely responsible for any and all spills or leaks during unloading or transporting of their product. The Contractor hereby agrees to reasonably evacuate and warn those persons that may be affected by the spill and must clean up such spills or leaks to the satisfaction of the City and in a manner that complies with applicable federal, state and local laws and regulations. The Contractor is responsible for any costs associated with spill clean-ups.

10.19. EXPIRATION DATES OF JANITORIAL SUPPLIES

Any deliveries of Janitorial Supplies that have expiration dates must have at least nine (9) months of shelf life before the expiration date. Failure to comply with this requirement may result in rejection of any Janitorial Supplies delivered. If the product is rejected, the Contractor will be responsible for replacement within forty eight (48) hours.

10.20. GROUP A - "GREEN" JANITORIAL SUPPLIES ITEMS

Group A represents the City of Chicago ("Green") Janitorial Supplies which are currently being utilized in various City facilities. The City of Chicago intends to expand the use of "Green" Janitorial Supplies to improve the environment. The City understands that the "Green" industry is expanding and will continue to seek other products which would improve the environment.

Group A is divided into various Janitorial Supply Item selections, which represent key products for City facilities:

City has identified **forty-six (46)** most requested Janitorial Supply items. The Janitorial Supply items were determined by the total dollar amount spent or quantity ordered by departments. The Contractor must provide the lowest total bid price for each line.

10.21. GROUP B THROUGH U - JANITORIAL SUPPLY CATALOGS & GREEN CATALOGS

Group B represents the various catalogs for Janitorial Supplies that the bidder will be required to submit the highest bid percentage off manufacturer's list prices. No mark-up over cost will be accepted or allowed, or the bid will be rejected.

Groups B through U catalogs represent various "GREEN" Janitorial Supply items that are not listed in Group A that the City intends to purchase. Each of the catalogs listed as "Green"

10.22. PRICE DISCOUNTS FOR JANITORIAL SUPPLIES

The catalogs listed represent both "GREEN" and "Non-GREEN" products for Janitorial Supplies.

Bidders must provide the City of Chicago with a discount off Manufacturer's List Prices for the following catalogs:

Group B - Clorox, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")

Group C - Granquartz, 2008 PRICE LIST - OR MOST CURRENT VERSION

Group D - Rochester Midland, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")

Group E - Dial, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")

Group F - PROCTOR & GAMBLE, 2008 PRICE LIST - OR MOST CURRENT VERSION

Group G - BUCKEYE INT. INC., 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")

Group H - CONTINENTAL MFG., 2008 PRICE LIST - OR MOST CURRENT VERSION

Group I - JOHNSON WAX, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")

- Group J - 3M COMMERCIAL DIV, 2008 PRICE LIST - OR MOST CURRENT VERSION.
- Group K - WEILER - OR MOST, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group L - IMPACT PRODUCTS, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group M - UNISOURCE/JEFCO, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")
- Group N - UNGER, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")
- Group O - SIMPLE GREEN, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")
- Group P - PULLMAN HOLT, PRICE GUIDE, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group Q - CARROLL CO. PRODUCTS, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green")
- Group R - RUBBERMAID LIST, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group S - ETTORE PROFESSIONAL TOOLS, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group T - ZEPHYR, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group U - TOLCO, 2008 PRICE LIST - OR MOST CURRENT VERSION

DISCOUNT COST SAVINGS

The City reserves the right to review discount structures at the end of the initial twelve (12) months of the proposed Contract and modify any Group or limitations if such is in the best interest of the City of Chicago. A primary consideration will be the current annual dollar volume as opposed to the original dollar estimate of the Contract and any discount offered to the City of Chicago for high volume purchases. If at that time the discount is beneficial to the City of Chicago the City will negotiate the percentage discounts with the Contractor to provide the City of Chicago with a better savings option.

10.23. CATALOG RESTRICTIONS

The following catalog sections are restricted from purchases from all City Departments. City Departments will not be allowed to order any restricted Janitorial Supplies listed below. The Contractor will be at risk of non-payment for any products shipped to the City of Chicago that are restricted from purchase. In addition, the Contractor may be found to be in Default of the Contract terms and conditions and possible termination of the Contract may result.

CATALOG REFERENCES:

- Group H - CONTINENTAL MFG., 2008 PRICE LIST - OR MOST CURRENT VERSION
(Restrictions Include Material Handling, Food Service Equipment)
- Group J - 3M COMMERCIAL DIVISIONS, 2008 PRICE LIST - OR MOST CURRENT VERSION
(Restrictions Include Food Service Label Tapes & Shortening Monitors, Nomad Entryway Matting System, Safety Walk Matting Tapes & Treads, Additional 3M Products)
- Group L - IMPACT PRODUCTS, 2008 PRICE LIST - OR MOST CURRENT VERSION
(Restrictions Include Safety Products, Carts/Material Handling)
- Group R - RUBBERMAID LIST, 2008 PRICE LIST - OR MOST CURRENT VERSION
(Restrictions Include Material Handling, Safety, Food Service)
- Group U - TOLCO 2008 PRICE LIST - OR MOST CURRENT VERSION Restricted Items: No Safety products of any kind (gloves, goggles, Lens cleaners, Eye Wash Stations, safety poles, cones, floor signs, tapes, clean up kits,) Respiratory products of any kind (respirator, respiratory supplies, mask, cartridges, barrier gowns, aprons, hair nets, knee pads, reference literature, etc.)

10.24. DISPOSALABLE EMPTY CONTAINERS

The Contractor will be required to pick up and dispose of empty plastic recyclable containers that are thirty (30) gallon or larger. The participating departments will call the Contractor for pick up of the empty containers. The empty containers which are made of recyclable material are to be recycled according to the Environmental Protection Agency standards, the service is to inclusive of Contractor's price and no additional charges will be incurred by the City of Chicago.

10.25. REPORTS

The Contractor will be required to submit Green reports bi-annual for each Group and each line item purchased within these Groups. The report format is to be an Excel spreadsheet identifying the specification number, contact number, Contractor's name, Catalog or Line Item Janitorial Supply item description, quantity ordered, unit price and total expended amount for each Janitorial Supply contract awarded to the Contractor. This report is to include any recyclable containers. The bi annual report must be submitted to the Department of Procurement Services, the Department of Environment and all participating departments.

10.26. CUSTOM CATALOG

After award of Contract and upon request of the Chief Procurement Officer, the Contractor must provide customized catalogs to each Using Department that consists of non-restricted Janitorial Supplies allowable under this Contract. The City will issue a format and the percentage discounts which are acceptable to the Department of Procurement Services upon award of Contract.

10.27. ON-LINE ORDERING

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

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

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

- View order status

10.28. TEXT FILE

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

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

10.29. BACK ORDERS

Notification must be made during the ordering process when a Janitorial Supplies is on back order. Electronic or written notification of anticipated ship date must be sent to the City for any back orders that cannot be filled within seven (7) business days. The City will have the option of accepting or canceling the backorder or the Using 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.

10.30. DISCONTINUED JANITORIAL SUPPLIES

Contractor must notify the City of Chicago within five (5) business days of placing an order of any discontinued Janitorial Supplies. An alternate product may be accepted if the alternate is comparable to the Janitorial Supplies ordered. Approval must be obtained from the Using Department and the Department of Procurement Services prior to delivery.

10.31. RETURNS AND RESTOCKING

The Contractor must pick up any defective or rejected merchandise to be returned back to Contractor within forty-eight (48) hours of notification. The City of Chicago will not pay restocking fees for returned merchandise. The Contractor must replace the merchandise or issue a credit within seven (7) business days of the return. If a credit is not received within seven (7) business days, the City will deduct amount of return from any outstanding invoice at the end of month or time of payment.

10.32. MISSHIPMENTS/DEFECTIVE MERCHANDISE

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

10.33. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page(s) attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow, if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

11. FMPS PROPOSAL PAGES

ACCEPTED

TARGET MARKET
 BID DUE DATE 06/13/08

ADDENDUM # 1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
 8630 S DOBSON AVE
 CHICAGO, IL 60619

GROUPS A1 - A6 GREEN PRODUCTS

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1-46 Extended Price	Catalog #/ID, Date and Mfg.	Alternate Bid, Catalog #/ID, Date and Mfg.
1	44852842010	Glass Cleaners	CLEANERS, GLASS - GREEN SEAL STANDARD NO. 37 CERTIFIED GLASS, MIRROR, CHROME, STAINLESS STEEL, PLEXIGLASS, ETC. CLEANER- BUCKEYE STAR SPRAY INDUSTRIAL GLASS, CLEANER OR EQUIVALENT, 1 GAL., 4CS	Case	A1	6568\$		N/A			
2	44852842011	Glass Cleaners	CLEANERS, GLASS - GREEN SEAL STANDARD NO. 37 CERTIFIED GLASS, MIRROR, CHROME, STAINLESS STEEL, PLEXIGLASS, ETC. CLEANER- BUCKEYE STAR SPRAY INDUSTRIAL GLASS, CLEANER OR EQUIVALENT, 5 LITERS OR 1.26 GALLON SMART SAC	Each	A1	7476\$		N/A			
3	44852842012	Glass Cleaners	CLEANERS, GLASS - GREEN SEAL STANDARD NO. 37 CERTIFIED GLASS, MIRROR, CHROME, STAINLESS STEEL, PLEXIGLASS, ETC. CLEANER- BUCKEYE STAR SPRAY INDUSTRIAL GLASS, CLEANER OR EQUIVALENT, 5 GALLON ACTION PAC	Each	A1	6044\$		N/A			
4	44852842013	Glass Cleaners	CLEANERS, MULTIPURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE NEUTRAL CLEANER-BUCKEYE TRUE SEVEN INDUSTRIAL NEUTRAL CLEANER FRAGRANCE FREE, 1 GAL., 4CS	Drum	A1	6032\$		N/A			
5	44851637035	Multi-Purpose Cleaner		Case	A1	6038\$					

TARGET MARKET
 BID DUE DATE 06/13/08

ADDENDUM # 1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62962
 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
 8830 S DOBSON AVE
 CHICAGO, IL 60619

LINE	Commodity Code	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1-46 Extended Price	Catalog #/ID, Date and Mfg.	Alternate Bid Catalog #/ID, Date and Mfg.
6	4851637038	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE NEUTRAL CLEANER-BUCKETE TRUE SEVEN INDUSTRIAL NEUTRAL CLEANER FRAGRANCE FREE, 5 LITER OR 1.32 GAL. SMART SAC	Each	A1		6099\$	N/A			
7	4851637057	Multi-Purpose Cleaners	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE NEUTRAL CLEANER-BUCKETE TRUE SEVEN INDUSTRIAL NEUTRAL CLEANER FRAGRANCE FREE, 5 GAL. ACTION PAC	Each	A1		6240\$	N/A			
8	4851637038	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE NEUTRAL CLEANER-BUCKETE TRUE SEVEN INDUSTRIAL NEUTRAL CLEANER FRAGRANCE FREE, 55 GAL. DRUM	Drum	A1		6012\$	N/A			
9	4851637040	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE GENERAL PURPOSE CLEANER-BUCKETE MARAUDER INDUSTRIAL GENERAL PURPOSE CLEANER OR EQUIVALENT, 1 GAL. 4CS	Case	A1		6068\$	N/A			
10	4851637041	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE GENERAL PURPOSE CLEANER-BUCKETE MARAUDER INDUSTRIAL GENERAL PURPOSE CLEANER OR EQUIVALENT, 5-L/1.22 GAL. SMART SAC	Each	A1		6060\$	N/A			

INTER CITY SUPPLY
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 CHICAGO, IL 60619

ADDENDUM # 1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

TARGET MARKET
 BID DUE DATE 06/13/08

LINE	Commodity Code	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1 - 495 Excluded Price	Catalog #/ID, Date and Migr.	Alternate Bid Catalog #/ID, Date and Migr.
11	4851637042	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE GENERAL PURPOSE CLEANER-BUCKEYE MARAQUET INDUSTRIAL GENERAL PURPOSE CLEANER OR EQUIVALENT, 5 GAL. ACTION PAC	Each	A1	6878\$		N/A			
12	4851637043	Multi-Purpose Cleaner	CLEANERS, DEGREASER, HEAVY DUTY - GREEN SEAL STANDARD NO. 37 CERTIFIED FRAGRANCE FREE GENERAL PURPOSE CLEANER-BUCKEYE MARAQUET INDUSTRIAL GENERAL PURPOSE CLEANER OR EQUIVALENT, 55 GAL. DRUM	Drum	A1	6080\$		N/A			
13	4851826012	Multi-Purpose Cleaner	CLEANERS, DEGREASER, HEAVY DUTY - GREEN SEAL STANDARD NO. 37 CERTIFIED HEAVY DUTY DEGREASER-BUCKEYE RAM INDUSTRIAL HEAVY DUTY DEGREASER OR EQUIVALENT, 1 GAL, 4CS	Case	A1	6652\$		N/A			
14	4851826013	Multi-Purpose Cleaner	CLEANERS, DEGREASER, HEAVY DUTY - GREEN SEAL STANDARD NO. 37 CERTIFIED HEAVY DUTY DEGREASER-BUCKEYE RAM INDUSTRIAL HEAVY DUTY DEGREASER OR EQUIVALENT, 5 GAL. ACTION PAC	Each	A1	6880\$		N/A			
15	4851826014	Multi-Purpose Cleaner	CLEANERS, DEGREASER, HEAVY DUTY - GREEN SEAL STANDARD NO. 37 CERTIFIED HEAVY DUTY DEGREASER-BUCKEYE RAM INDUSTRIAL HEAVY DUTY DEGREASER OR EQUIVALENT, 5 GAL. ACTION PAC	Each	A1	6276\$		N/A			
16	4851826015	Multi-Purpose Cleaner	CLEANERS, DEGREASER, HEAVY DUTY - GREEN SEAL STANDARD NO. 37 CERTIFIED HEAVY DUTY DEGREASER-BUCKEYE RAM INDUSTRIAL HEAVY DUTY DEGREASER OR EQUIVALENT, 55 GAL. DRUM	Drum	A1	8162\$		N/A			

INTER CITY SUPPLY CO
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CHICAGO, IL 60619

ADDENDUM # 1
PROPOSAL PAGES
SPECIFICATION NO.: 62982
JANITORIAL SUPPLIES

TARGET MARKET
BID DUE DATE 05/13/08

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1-46 Extended Price	Catalog #/ID, Date and Mfg.	Alternate Bid Catalog #/ID, Date and Mfg.	
17	485122016	Multi-Purpose Cleaner	CLEANERS, DEGREASER, HEAVY DUTY - GREEN SEAL STANDARD NO. 37 CERTIFIED HEAVY DUTY DEGREASER-RUCKEVE RAM INDUSTRIAL HEAVY DUTY DEGREASER OR EQUIVALENT, 260 GAL - MEGA PAC	Each	A1		N/B	N/A				
						Total Group A1 Extended Price	\$ NO BID					
18	4852942014	Glass Cleaners	CLEANERS, GLASS - GREEN SEAL STANDARD NO. 37 CERTIFIED GLASS CLEANER- ROCHESTER MIDLAND CORPORATION ENVIRO CARE GLASS CLEANER OR EQUIVALENT, 1 GAL BOTTLE, 4 GAL/CS	Case	A2		26.17			ACCEPTED Rochester 6/08 176981.2.95		
19	4852942015	Glass Cleaners	CLEANERS, GLASS - GREEN SEAL STANDARD NO. 37 CERTIFIED GLASS CLEANER- ROCHESTER MIDLAND CORPORATION ENVIRO CARE GLASS CLEANER OR EQUIVALENT, 55 GALLON DRUM	Drum	A2		293.55			ACCEPTED Rochester 6/08		
20	4851627030	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED MULTI-PURPOSE CLEANER-ROCHESTER MIDLAND CORPORATION ENVIRO CARE TOUGH JOB CLEANER OR EQUIVALENT, 5 GAL. PAIL	Pail	A2		42.31			ACCEPTED 257,00.00		
21	4851627031	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED MULTI-PURPOSE CLEANER-ROCHESTER MIDLAND CORPORATION ENVIRO CARE TOUGH JOB CLEANER OR EQUIVALENT, 55 GAL. DRUM	Drum	A2		438.58			ACCEPTED 257,00.00		
						Total Group A2 Extended Price	\$ 4837.052.44					

ACCEPTED

TARGET MARKET
 BID DUE DATE 06/13/08

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 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
 8830 S DOBSON AVE
 CHICAGO, IL 60619

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1-46 Extended Price	Catalog #/ID, Date and Mfr.	Alternate Bid Catalog #/ID, Date and Mfr.
22	4851301010	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER IN CARTRIDGE-DEB SBS AERO BLUE FOAM SOAP OR EQUIVALENT, 1 LITER CARTRIDGE	Each	A3	6756		N/A			
23	4851301020	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND AND BODY SHAMPOO-DEB SBS AERO BLUE HAND AND BODY OR EQUIVALENT, 500 ML BOTTLE W/UMIP	Each	A3	6842		N/A			
						Total Group A3	NO BID				
						Extended Price	\$				
25	4851301023	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER REFILL, 2PK	Pack	A4	7212	28.85	N/A		2/13/08 28.85	ACCEPTED
26	4851301024	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 2000 ML. FRK-20 REFILL, 2PK	Pack	A4	6612	32.23	N/A		2/13/08 32.23	ACCEPTED
27	4851301025	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 1250 ML. FRK-12 REFILL, 3PK	Pack	A4	7471	32.23	N/A		2/13/08 32.23	ACCEPTED
28	4851301026	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 7.5 FL. OZ. BOTTLES, 8CS	Case	A4	6216	12.48	N/A		2/13/08 12.48	ACCEPTED
29	4851301027	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 1000 ML. NKT REFILL, 8CS	Case	A4	7218	38.65	N/A		2/13/08 38.65	ACCEPTED

TARGET MARKET
 BID DUE DATE 06/13/08

ADDENDUM # 1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
 8830 S DOBSON AVE
 CHICAGO, IL 60619

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 46 Extended Price	Catalog #ID, Date and Mfg.	Alternate #ID, Catalog #ID, Date and Mfg.
30	4851301028	Hand Cleaners	CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIED HAND CLEANER-GOJO GREEN CERTIFIED FOAM HAND CLEANER OR EQUIVALENT, 500 ML BAG-IN-BOX, 12/CS	Case	A4	6041\$	51.85	N/A			
						Total Group A4 Extended Price	\$ 1,391,738.52				
32	4851637011	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED CITRUS FRAGRANCE NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE - CITRUS NEUTRAL CLEANER OR EQUIVALENT, 5 L RTD UNIT (FILL)	Each	A5	6024\$	37.59	N/A	226,440.16		
33	4851637012	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED CITRUS FRAGRANCE NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE - CITRUS NEUTRAL CLEANER OR EQUIVALENT, 64 OZ / 1.89-L SOLUTIONS CENTER CARTRIDGES, 4/CS	Case	A5	6067\$	94.29	N/A	512,057.43		
34	4851637013	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED CITRUS FRAGRANCE NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE - CITRUS NEUTRAL CLEANER OR EQUIVALENT, 32 OZ / 946-ML ACCUMEX CONTAINERS, 6 CONTAINERS/CS	Case	A5	6012\$	45.28	N/A	272,223.36		
35	4851637014	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED CITRUS FRAGRANCE NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE - CITRUS NEUTRAL CLEANER OR EQUIVALENT, 1 GAL, 4/CS	Case	A5	6256\$	17.49	N/A	109,417.44		

ACCEPTED
 3/28/08

TARGET MARKET
 BID DUE DATE 06/13/08

ADDENDUM # 1
 PROPOSAL PAGES
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 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
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LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bk1 Lines 1 - 46 Extended Price	Catalog #/ID, Date and Mfr.	Alternate Bk1 Catalog #/ID, Date and Mfr.
36	4851637020	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FLORAL NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE-FLORAL NEUTRAL CLEANER OR EQUIVALENT, 84.5 OZ/2.5 L J.P.L. CARTRIDGE, 2/PK	Pack	AS	6064\$	109.93	N/A	666,665.52		
37	4851637021	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FLORAL NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE-FLORAL NEUTRAL CLEANER OR EQUIVALENT, 5-L RTD UNIT (FILL)	Each	AS	6024\$	37.59	N/A	226,442.16		
38	4851637022	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FLORAL NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE-FLORAL NEUTRAL CLEANER OR EQUIVALENT, 64 OZ / 1.89-L SOLUTIONS CENTER CARTRIDGES, 4/CS	Case	AS	6018\$	94.29	N/A	567,437.22		
39	4851637023	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FLORAL NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE-FLORAL NEUTRAL CLEANER OR EQUIVALENT, 32 OZ / 946-ML ACCUMAX CONTAINERS, 6/CS	Case	AS	6018\$	45.28	N/A	272,495.04		
40	4851637024	Multi-Purpose Cleaner	CLEANER, MULTI-PURPOSE - GREEN SEAL STANDARD NO. 37 CERTIFIED FLORAL NEUTRAL CLEANER-JOHNSON WAX PROFESSIONAL STRIDE-FLORAL NEUTRAL CLEANER OR EQUIVALENT, 1 GAL CONTAINER, 4/CS	Case	AS	6012\$	17.49	N/A	105,149.88		

TARGET MARKET
 BID DUE DATE 06/13/08

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 CHICAGO, IL 60619

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 45 Extended Price	Catalog #/ID, Date and Mfg.	Alternate Bid Catalog #/ID, Date and Mfg.
41	4851614013	Toilets/Bathroom	CLEANER, BATHROOM - GREEN SEAL STANDARD NO. 37 BATHROOM AND SCALE REMOVER-JOHNSON WAX PROFESSIONAL CREW BATHROOM CLEANER OR EQUIVALENT, 1.5-L (1.59 QT) RTD UNITS (FILL), 2/PK	Pack	A5	6157	31.57	N/A	194,376.19		
42	4851614014	Toilets/Bathroom	CLEANER, BATHROOM - GREEN SEAL STANDARD NO. 37 BATHROOM AND SCALE REMOVER-JOHNSON WAX PROFESSIONAL CREW BATHROOM CLEANER OR EQUIVALENT, 84.5 OZ / 2.5L J FILL CARTRIDGES, 2/PK	Pack	A5	6086	45.23	N/A	273,008.28		
Total Group A5 Extended Price							\$ 275,992.82			3,485,664.93	YPS
44	4851634012	Multi-Purpose Cleaner	CLEANERS, GENERAL PURPOSE, CONCENTRATE - GREEN SEAL STANDARD NO. 37 CERTIFIED HARD SURFACE HYDROGEN PEROXIDE BASED CLEANER-ENVIROX F20RANGEZ CONCENTRATE, 116 HYDROGEN PEROXIDE BASE CLEANER OR EQUIVALENT, 55 GAL. DRUM	Each	A5	6056	730.29	N/A	4,451,847.84		
45	4851614019	Toilets/Bathroom	CLEANER, BATHROOM - GREEN SEAL STANDARD NO. 37 CERTIFIED WATER SOLUBLE MINERAL BATHROOM CLEANER-ENVIROX MINERAL SHOCK 141 BATHROOM CLEANER OR EQUIVALENT, 1 GAL. 4/CS	Case	A6	6218	98.21	N/A	610,669.18		
46	4851614012	Toilets/Bathroom	CLEANER, BATHROOM - GREEN SEAL STANDARD NO. 37 CERTIFIED WATER SOLUBLE MINERAL BATHROOM CLEANER-ENVIROX MINERAL SHOCK 141 BATHROOM CLEANER OR EQUIVALENT, 55 GAL. DRUM	Drum	A6	6007	1283.08	N/A	7,707,461.56		
Total Group A6 Extended Price							\$ 12,769,979.18				

TARGET MARKET
 BID DUE DATE 06/13/08

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 CHICAGO, IL 60619

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1-48 Extended Price	Catalog #/ID, Date and Mfr.	Alternate Bid Catalog #/ID, Date and Mfr.
47	48599.57	CATALOG	GROUP B CLOXOX CATALOG	N/A		\$ 1,210,000.00	N/A	46%	1,210,000.00		
48	48599.80	CATALOG	CLOXOX GREEN PRODUCTS	N/A		\$ 580,000.00	N/A	45%	580,000.00		
			Total Group B Extended Price			\$ 1,790,000.00					
49	48599.89	CATALOG	GROUP C GRANQUARTZ	N/A		\$ 3,576,000.00	N/A	20%	2,860,800.00	1/24/2008	
			Total Group C Extended Price			\$ 2,860,800.00					
50	48599.33	CATALOG	GROUP D ROCHESTER MIDLAND CORP.	N/A		\$ 2,195,000.00	N/A	23%	1,705,510.00		
51	48599.81	CATALOG	GREEN PRODUCTS	N/A		\$ 2,030,000.00	N/A	23%	1,563,150.00		
			Total Group D Extended Price			\$ 3,235,050.00					
52	48599.78	CATALOG	GROUP E DIAL	N/A		\$ 1,750,000.00	N/A	46%	970,000.00		
53	48599.82	CATALOG	DIAL GREEN PRODUCTS	N/A		\$ 1,770,000.00	N/A	45%	970,000.00		
			Total Group E Extended Price			\$ 1,900,000.00					
54	48599.92	CATALOG	GROUP F PROCTOR & GAMBLE	N/A		\$ 1,476,000.00	N/A	40%	885,600.00		
			Total Group F Extended Price			\$ 885,600.00					
55	48599.02	CATALOG	GROUP G BUCKEYE	N/A		\$ 389,000.00	N/A	N/A			
55	48599.83	CATALOG	BUCKEYE GREEN PRODUCTS	N/A		\$ 499,000.00	N/A	N/A			
			Total Group G Extended Price			\$ NO BID					

TARGET MARKET
 BID DUE DATE 06/13/08

ADDENDUM # 1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
 8830 S DOBSON AVE
 CHICAGO, IL 60619

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Bid Lines 1 - Catalog #/ID, 4s Extended, Only used Catalog #/ID, Date and Mfg.	Alternate Bid Catalog #/ID, Date and Mfg.
57	48599.05	CATALOG	GROUP H CONTINENTAL MFG.	N/A		\$ 4,873,000.00 Total Group H Extended Price	N/A \$ 2,387,770.00	NO BID	
58	48599.70	CATALOG	GROUP I JOHNSON WAX	N/A		\$ 1,895,000.00	N/A	NO BID	12/07
59	48599.84	CATALOG	JOHNSON WAX GREEN PRODUCTS	N/A		\$ 1,008,000.00 Total Group I Extended Price	N/A \$ 1,214,000.00	NO BID	
60	48599.71	CATALOG	GROUP J SM COMMERCIAL DIVISION	N/A		\$ 785,000.00	N/A	NO BID	
61	48599.73	CATALOG	GROUP K WEILER	N/A		\$ 395,000.00 Total Group K Extended Price	N/A \$ 330,400.00	NO BID	5/1/01/2006
62	48599.16	CATALOG	GROUP L IMPACT PRODUCTS	N/A		\$ 1,957,489.00 Total Group L Extended Price	N/A \$ 983,744.50	NO BID	
65	48599.76	CATALOG	GROUP N UNGER	N/A		\$ 552,000.00	N/A	NO BID	1/20/06
66	48599.86	CATALOG	UNGER GREEN PRODUCTS	N/A		\$ 381,000.00 Total Group N Extended Price	N/A \$ 541,140.00	NO BID	1/20/06

TARGET MARKET
 BID DUE DATE 06/13/08

ADDENDUM # 1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
 8830 S DOBSON AVE
 CHICAGO, IL 60619

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1-45 Extended Price	Catalog #/ID, Date and Migr.	Alternate Bid Catalog #/ID, Date and Migr.
67	48599.72	CATALOG	GROUP O SAMPLE GREEN	N/A		\$ 478,000.00	N/A				
68	48599.87	CATALOG	SAMPLE GREEN PRODUCTS	N/A		\$ 376,000.00	N/A				
						Total Group O Extended Price	\$ NO BID				
69	48599.93	CATALOG	GROUP P PULLMAN HOLT	N/A		\$ 464,000.00	N/A				
						Total Group P Extended Price	\$ 264,180.00				
70	48599.03	CATALOG	GROUP Q CARROLL CO. PRODUCTS	N/A		\$ 410,000.00	N/A				
71	48599.83	CATALOG	CARROLL CO. PRODUCTS GREEN PRODUCTS	N/A		\$ 204,400.00	N/A				
						Total Group Q Extended Price	\$ 391,372.80				
72	48599.34	CATALOG	GROUP R RUBBERMAID	N/A		\$ 4,174,000.00	N/A				
						Total Group R Extended Price	\$ 2,253,910.00				
73	48599.09	CATALOG	GROUP S EITTORE PROFESSIONAL TOOLS	N/A		\$ 1,110,000.00	N/A				
						Total Group S Extended Price	\$ NO BID				
74	48599.69	CATALOG	GROUP T ZEPHYR	N/A		\$ 100,000.00	N/A				
						Total Group T Extended Price	\$ 55,200.00				
75	48599.94	CATALOG	GROUP U TOLCO	N/A		\$ 812,000.00	N/A				
						Total Group U Extended Price	\$ 414,120.00				

TARGET MARKET
 BID DUE DATE 06/13/08

ADDENDUM # 1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

INTER CITY SUPPLY CO
 8830 S DORSON AVE
 CHICAGO, IL 60619

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Prices	Discount %	Bid Lines 1-45 Extended Price	Alternate Bid Catalog #, Date and Mfr.
76	4859	CATALOG	GROUP Y HOSPITAL SPECIALTY COMPANY	N/A		\$ 475,000.00 Total Group Y Extended Price	N/A	58.1%	222,715.00	4/2008
77	4854406200		GROUP W DISPENSERS, HAND SANITIZER - STOCKO INSTANT HAND SANITIZER SPRAY DISPENSER, MODEL NO. 55010512 OR EQUIVALENT, PER UNIT	Each		500	N/A			N0810
78	4854406200		SANITIZER S, HAND INSTANT - STOCKO INSTANT HAND SANITIZER SPRAY DISPENSER REFILL, MODEL NO. 55010212 OR EQUIVALENT, 400ML, PER UNIT	Each		20000	N/A			
			GROUP X CLEANER-SANITIZER - ANTI-MICROBIAL CLEANING AND COATING AGENT, INDUSCO BIOSHIELD 75 OR EQUIVALENT, PER QUART	Quart					8 x 1	
79	4851692010					3000 Total Group X Extended Price			\$ 24,580.00 N/A	ACCEPTED
80	485205010		GROUP Y CLEANER, TILE - PROCOAT ACQUSTICAL TILE RESTORER IN AEROSOL, 12OZ., 12CS	Case		1000 Total Group Y Extended Price			\$ 61,350.00 N/A	ACCEPTED

INTER CITY SUPPLY CO
 8830 S DOBSON AVE
 CHICAGO, IL 60619

ADDENDUM #1
 PROPOSAL PAGES
 SPECIFICATION NO.: 62982
 JANITORIAL SUPPLIES

TARGET MARKET
 BID DUE DATE 06/13/08

LINE	Commodity Codes	Green Product Category	JANITORIAL SUPPLIES DESCRIPTION	UOM	GROUP IDENTIFIER	Estimated Usage	Price	Discount %	Bid Lines 1-46 Extended Price	Catalog #/ID, Desc and Mfg.	Alternate Bid Catalog #/ID, Date and Mfg.
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TOTAL BID PRICE FOR GROUP A1 \$ ~~NO BID~~ TOTAL BID PRICE FOR GROUP J \$ ~~NO BID~~

TOTAL BID PRICE FOR GROUP A2 \$ 4,837,052.64 TOTAL BID PRICE FOR GROUP K \$ 320,400.00

TOTAL BID PRICE FOR GROUP A3 ~~NO BID~~ TOTAL BID PRICE FOR GROUP L \$ 983,744.50

TOTAL BID PRICE FOR GROUP A4 ~~NO BID~~ TOTAL BID PRICE FOR GROUP M \$ 541,140.00

TOTAL BID PRICE FOR GROUP A5 \$ 3,259,222.82 TOTAL BID PRICE FOR GROUP O \$ ~~NO BID~~

TOTAL BID PRICE FOR GROUP A6 \$ 12,769,979.18 TOTAL BID PRICE FOR GROUP P \$ 264,480.00

TOTAL BID PRICE FOR GROUP B \$ 972,490.00 TOTAL BID PRICE FOR GROUP Q \$ 391,372.80

TOTAL BID PRICE FOR GROUP C \$ 2,860,800.00 TOTAL BID PRICE FOR GROUP R \$ 2,253,960.00

TOTAL BID PRICE FOR GROUP D \$ 3,253,250.00 TOTAL BID PRICE FOR GROUP S \$ ~~NO BID~~

TOTAL BID PRICE FOR GROUP E \$ 1,900,620.00 TOTAL BID PRICE FOR GROUP T \$ 55,200.00

TOTAL BID PRICE FOR GROUP F \$ 885,600.00 TOTAL BID PRICE FOR GROUP U \$ 414,120.00

TOTAL BID PRICE FOR GROUP G \$ ~~NO BID~~ TOTAL BID PRICE FOR GROUP V \$ 222,775.00

TOTAL BID PRICE FOR GROUP H \$ 2,387,770.00 TOTAL BID PRICE FOR GROUP W \$ ~~NO BID~~

TOTAL BID PRICE FOR GROUP I \$ 1,214,020.00 TOTAL BID PRICE FOR GROUP X \$ 79,740.00

TOTAL BID PRICE FOR GROUP Y \$ 61,350.00

ACCEPTED

12. ADDITIONAL PROPOSAL INFORMATION

12.1. PERSON TO CONTACT REGARDING BID:

NAME: Sackie B. Dyess PHONE (773) 731-8007

ADDRESS: 8830 S. Dobson Ave
Chicago, IL 60619

E-MAIL ADDRESS: intercity@ameribeach.net

For line item Group B:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: <u>X</u>	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Clorox Manufacturing

ADDRESS: 1421 Broadway Oakland CA 94612

CONTACT PERSON: Joe Wysocki

PHONE: (630) 691-1199 E-MAIL ADDRESS: Jwysockie@TeamSales.ca

For line item Group C:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: <u>X</u>	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Gran Quartz

ADDRESS: 4963 S. Royal Atlanta Drive Tucker GA 30084

CONTACT PERSON: Ty Consolino

PHONE: (770) 621-9777 E-MAIL ADDRESS: _____

ACCEPTED

For line item Group D:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: <u>X</u>	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Rochester Midland Corporation
 ADDRESS: 333 Hollenbeck St. Rochester NY 14621
 CONTACT PERSON: Sadie Dudson
 PHONE: (585) 336-220 E-MAIL ADDRESS: _____

For line item Group E:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: <u>X</u>	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Dial
 ADDRESS: 1001 Trout Brook Crossing Rocky Hill CT 06067
 CONTACT PERSON: Sue Wyszock
 PHONE: (630) 691-1199 E-MAIL ADDRESS: Wyszockie@Team1sales.co

For line item Group F:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Procter & Gamble
 ADDRESS: PO Box 599 Cincinnati OH 45201
 CONTACT PERSON: Lee Starks
 PHONE: (815) 609-0056 E-MAIL ADDRESS: starks.l@pg.com

ACCEPTED

For line item Group G:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Buckeye

ADDRESS: NO BID

CONTACT PERSON: Refused to give Billing

PHONE: () _____ E-MAIL ADDRESS: _____

For line item Group H:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Continental MFG

ADDRESS: 2000 West Boulevard Mexico Mo 65265

CONTACT PERSON: See Wysockie

PHONE: (630) 691-1199 E-MAIL ADDRESS: joysockie@TeamSales.com

For line item Group I

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: <u>X</u>	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Johnson Wax

ADDRESS: 8310 16th Street Sturtevant WI 53177

CONTACT PERSON: Cara Tully

PHONE: (262) 631-4609 E-MAIL ADDRESS: Cara.Tully@JohnsonWI.com

ACCEPTED

For line item Group J:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: 3M Commercial Division

ADDRESS: NO BID

CONTACT PERSON: _____

PHONE: () _____ E-MAIL ADDRESS: _____

For line item Group K:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Weiler

ADDRESS: 1 Weiler Drive, Cross PA 18326

CONTACT PERSON: Tony Hufford

PHONE: (570) 595-7495 ext 449 E-MAIL ADDRESS: THufford@weilercorp.com

For line item Group L:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Impact Products LLC

ADDRESS: 2840 Centennial Rd Toledo OH 43617

CONTACT PERSON: Christopher D. Egleson

PHONE: (419) 841-2891 E-MAIL ADDRESS: _____

ACCEPTED

For line item Group M:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: () _____ E-MAIL ADDRESS: _____

For line item Group N:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <input checked="" type="checkbox"/>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: <input checked="" type="checkbox"/>	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Linger

ADDRESS: 425 Asylum St Bridgeport CT 06610

CONTACT PERSON: Karen Brown

PHONE: (800) 431-2324 E-MAIL ADDRESS: _____

For line item Group O:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: <input checked="" type="checkbox"/>	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Simple Green

ADDRESS: NO Bid

CONTACT PERSON: _____

PHONE: () _____ E-MAIL ADDRESS: _____

ACCEPTED

For line item Group P:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Pullman Hold

ADDRESS: 16002 N 46th St Tampa Fl 33612

CONTACT PERSON: Sonia Logan

PHONE: (813) 901-2223 E-MAIL ADDRESS: _____

For line item Group Q:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: <u>X</u>	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Carroll Co. Products

ADDRESS: 2900 W. Kingsley Rd Garland Tx 75041

CONTACT PERSON: Jerry Quattlan

PHONE: (972) 890-1003 E-MAIL ADDRESS: jerryq@carrollco.com

For line item Group R:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: <u>X</u>	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Rubbermaid Manufacturing

ADDRESS: 3124 Valley Ave Winchester VA 22601

CONTACT PERSON: Louren Damico

PHONE: (703) 495-4480 E-MAIL ADDRESS: _____

ACCEPTED

For line item Group S:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: _____	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: 6602c

ADDRESS: NO BID

CONTACT PERSON: _____

PHONE: () _____ E-MAIL ADDRESS: _____

For line item Group T:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: <u>X</u>	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Zephyr

ADDRESS: 200 Mitchell Road

CONTACT PERSON: Dana Y Carter

PHONE: (660) 827-0352 E-MAIL ADDRESS: info@zephyrmtg.com

For line item Group U:

MANUFACTURER:	YES: _____	NO: _____
AUTHORIZED DEALER*	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
RESELLER	YES: <u>X</u>	NO: _____
GREEN SEAL	YES: _____	NO: _____

*Authorized dealer or distributor must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

MANUFACTURER NAME: Toico

ADDRESS: 1920 Kenwood Ave Toledo OH 43624

CONTACT PERSON: Joe Wagscoak

PHONE: (630) 691-1199 E-MAIL ADDRESS: swagscoak@Team1Sales.com

ACCEPTED

12.2. ON- LINE ORDERING INFORMATION

The City of Chicago utilizes the Oracle Financial Management Procurement System (FMPS).
Is your company's system compatible with FMPS? Yes No

If not, what software procurement system does your company utilize?

Business Vision is our current software

Does your company have On-line Catalog? Yes No

If so, what is your email address: INTERCITY@AMERITECH.NET

12.3. TEXT FILE

Is a Text File Catalog included with your bid? Yes No

12.4. CATALOGS/PRICE LISTS SUBMITTED?

Yes No

For which line items 47, 48, 49, 50, 51, 52, 53, 54, 57, 58, 59, 62, 65, 66
69, 70, 71, 72, 74, 75, 76

12.5. MSDS SUBMITTED?

Yes No

For which line items 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36
38, 39, 40, 41, 42, 44, 45, 46, 79, 80

12.6. EXCEPTIONS (EXPLAIN):

ACCEPTED

13. AFFIDAVIT OF CHICAGO BUSINESS

If this is a competitively bid Contract, Chicago business preference may be applicable. Bidder must complete this form; Bidders that do not complete this form may be deemed non-responsive and risk bid being rejected?

1. Is bidder a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language?
 Yes () No

2. Street address of principal place of business:
8830 SOUTH DOBSON AVENUE
CHICAGO, IL 60619

3. How many persons are currently employed by bidder? 9

4. How many of bidder's current employees work at City of Chicago locations? 9

5. Is bidder subject to City of Chicago taxes?
 Yes () No

Jackie B. Dyess
Signed
JACKIE B. DYESS
Printed Name
PRESIDENT
Title

County of Cook
State of Illinois

Acknowledged under oath on (date) 6/12/09

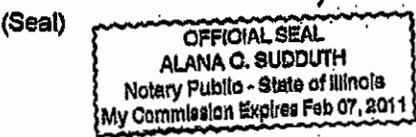
Before me by Jackie Dyess

As (title) President

of (firm) Inter-City Supply Co., Inc.

Notary Public Signature: Alana Sudduth

Commission expires: 02/07/2011



**INSTRUCTIONS FOR COMPLETING
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

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

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

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. **Applicants:** An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

2. **Entities holding an interest:** Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

3. **Controlling entities:** Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

ACCEPTED

14. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

14.1. SECTION I - GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a if applicable:
INTER-CITY SUPPLY CO, INC.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:
1. the Applicant

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

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

B. Business address of Disclosing Party: 8830 SOUTH DOBSON AVENUE
CHICAGO, IL. 60619

C. Telephone: 773-731-8007 Fax: 773-731-9015 Email: INTERCITY@AMERITECH.NET

D. Name of contact person: Jackie Dyess

E. Federal Employer Identification No. (if you have one): 36-3349093

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

JANITORIAL SUPPLIES

G. Which City agency or department is requesting this EDS? Department of Procurement Services
If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification No.: 62982 and RFQ No.: 2944

CORPORATION

ACCEPTED

15. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No.: 62982 containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) Addendum No 1 and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

NAME OF CORPORATION: INTER-CITY SUPPLY CO, INC.
(Print or Type)

SIGNATURE OF PRESIDENT: Jackie B. Dyson
(Or Authorized Officer)

TITLE OF SIGNATORY: PRESIDENT
(Print or Type)

BUSINESS ADDRESS: 8830 SOUTH DOBSON AVENUE
(Print or Type)

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

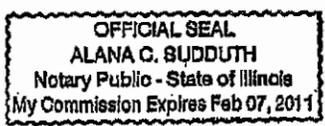
ATTEST: [Signature]
Corporate Secretary Signature
(Affix Corporate Seal)

State of Illinois
County of Cook

This instrument was acknowledged before me on this 12th day of June, 2008 by Jackie Dyson as President (or other authorized officer) and Bernard Arnel as Secretary of Inter-city Supply Co, Inc (Corporation Name).

Notary Public Signature: [Signature]
(Seal)

Commission Expires: 02/07/2011



16. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.: 62982** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 2008.

Notary Public Signature: _____

(Seal)

Commission Expires: _____

17. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No.: 62982 containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____ and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinafter as provided in the Illinois Revised Statutes 1985 Chapter 96 Sec. 4 et seq.

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 2008 by _____
(name/s of person/s)

Notary Public Signature: _____

(Seal)

Commission Expires: _____

ACCEPTED

18. PROPOSAL ACCEPTANCE

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

Total Amount of Contract: \$ 20,425,725.66 D.U.R.

Fund Chargeable: 01-007-0C123-0382005-1251-220340 (Various)

KH Monica M. Snyder
Chief Procurement Officer

Steven J. Ant
City Comptroller

Richard M. Daley
Mayor

Approved as to form and legality:

NOT REQUIRED
Assistant Corporation Counsel

Contract Awarded and Released on this 16th day of October, 2008 *mmf*

(REV. 6/30/2007)



Preferences Help Close Window

Worklist >

Blanket Purchase Agreement 18041 for USD 12,671,368.52 requires your approval.

From **DZIEDZIC, THOMAS**
 To **WALKER SMITH, PAMELA**
 Sent **14-Oct-2008 16:07:08**
 ID **76861927**

Blanket Purchase Agreement 18041 for USD 12,671,368.52 requires your approval.

PO Amount: USD 12,671,368.52

Supplier: INTER-CITY SUPPLY CO., INC.
 Supplier Site: A

Description
 JANITORIAL SUPPLIES

Forwarded From: DZIEDZIC, THOMAS
 Preparer: STEWART, STACY
 Operating Unit:
 Note: TCO//RUSH** Please forward for signature approval.

Purchase Order Lines

Line	Item Number	Rev.	
1	4851301023		CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIE
2	4851301024		CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIE
3	4851301025		CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIE
4	4851301026		CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIE
5	4851301027		CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIE
6	4851301028		CLEANER, HAND - GREEN SEAL STANDARD NO. 41 CERTIFIE
7			CLOROX CATALOG (46% DISCOUNT))
8			CLOROX CATALOG GREEN PRODUCTS (45% DISCOUNT)
9			ROCHESTER MIDLAND CORP. (23% DISCOUNT)
10			ROCHESTER MIDLAND GREEN PRODUCTS (23% DISCOUNT)
11			DIAL (46% DISCOUNT)
12			DIAL GREEN PRODUCTS (45% DISCOUNT)
13			PROCTOR & GAMBLE (40% DISCOUNT)
14			CONTINENTAL MFG. (51% DISCOUNT)
15			JOHNSON WAX (49.5% DISCOUNT)
16			JOHNSON WAX GREEN PRODUCTS (49.5% DISCOUNT)

17		IMPACT PRODUCTS (50% DISCOUNT)
18		PULLMAN HOLT (43% DISCOUNT)
19	4851692010	CLEANER, SANITIZER - ANTI-MICOBIAL CLEANING AND COAT
20	4852505010	CLEANER, TILE - PROCOAT ACOUSTICAL TILE RESTORER IN

Approval Sequence

Sequence	Who	Action	Date	
5	WALKER SMITH, PAMELA B			
4	DZIEDZIC, THOMAS T	Forward	14-OCT-2008	TCO//RUSH** Please
3	ANTHONY SANDERS, DEBRA L	Forward	10-OCT-2008	TCO//RUSH** Please
2	FERNANDEZ, ELVIA R	Forward	10-OCT-2008	Please forward for sig
1	STEWART, STACY P	Forward	10-OCT-2008	PO#18041, RX# 382
0	STEWART, STACY P	Submit	10-OCT-2008	PO#18041, RX# 382

References

 [Open Document](#)

Response

Forward To
Note

All Employees and Users  MARTINEZ, JUDY 

Please approve for release.
TCO//RUSH** Please forward for signature approval.

[Return to Worklist](#)

Display next notification after my response

[Preferences](#) | [Help](#) | [Close Window](#)

JUNE 2, 2008

ADDENDUM # 1

TO

SPECIFICATION NO#: 62982

RFQ NO#: 2944

FOR

JANITORIAL SUPPLIES

For which bids which are scheduled to open in the Bid and Bond Room,
City Hall, 121 North La Salle Street, Room 301, Chicago, Illinois
at 11:00 A.M., Friday, June 13, 2008

ACCEPTED

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL SIGNATURE PAGE.

CHANGE TO SECTION:

NOTICE OF REVISION/CLARIFICATION/DELETION:

1. SPECIAL CONDITIONS

DELETION AND ADDITION, SPECIAL CONDITIONS

3.6 BASIS OF AWARD - Delete in its entirety and replace with the following:

It is the intent of the City to award one (1) or more Contracts based on the Lowest Total Bid Price for Groups A-1 through A-6 and the Highest Percentage Discount Off Manufacturer's List Prices for Groups B through X resulting in the Lowest Total Bid Price per Group proposed by a responsive and responsible bidder meeting all the terms and conditions of this specification.

Bidders must quote all lines within a Group, however, bidders are not required to bid on all Groups. Bidders deemed responsive and responsible may be awarded one (1) or more Groups.

Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

The Contractor's bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of the Janitorial Supplies, delivery/transportation charges, fuel, taxes, insurance, training, fluids, testing, guarantee, profit and/or overhead, etc., required by the specifications.

Groups A1 through A6, W, X, Y Line Items:

The bidder is required to bid individual prices within a Group which includes all line items in the following Groups:

Group A1- Buckeye

Group A2- Rochester Midland

Group A3- Deb SBS

Group A4- Gojo.

Group A5- Johnson Wax

Group A6- Envirox

Group W - Stoko

Group X - Indusco Bloshield

Group Y - Procoat

Groups B through V Catalog line items:

Bidders are required to provide the City of Chicago with the highest percentage of discount off Manufacturer's List Prices. No mark up over cost will be accepted for the following catalogs:

Group B - Clorox, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)

Group C - Granquartz, 2008 PRICE LIST - OR MOST CURRENT VERSION

- Group D – Rochester Midland, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group E – Dial, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group F – PROCTOR & GAMBLE, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group G – BUCKEYE INT INC., 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group H – CONTINENTAL MFG., 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group I – JOHNSON WAX, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group J – 3M COMMERCIAL DIV, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group K – WEILER, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group L – IMPACT PRODUCTS, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group N – UNGER, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group O – SIMPLE GREEN, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group P – PULLMAN HOLT, PRICE GUIDE, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group Q – CARROLL CO. PRODUCTS, 2008 PRICE LIST - OR MOST CURRENT VERSION ("Green", Section/Items)
- Group R – RUBBERMAID, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group S – ETTORE PROFESSIONAL TOOLS, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group T – ZEPHYR, 2008 PRICE LIST - OR MOST CURRENT VERSION
- Group U – TOLCO, 2008 PRICE LIST - OR MOST CURRENT VERSION -
- Group V – HOSPITAL SPECIALTY COMPANY- FULL LINE DISTRIBUTOR PRICE LIST, DATED APRIL 1, 2008

The Bidder is required to submit no less than two (2) price lists and catalogs for each Group with its bid or bid will be subject to rejection.

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

2. SPECIAL CONDITIONS

DELETION AND ADDITION, SPECIAL CONDITIONS

3.16. PRICE ESCALATION FOR GROUP A – Delete in its entirety and replace with the following:

The original bid prices will be valid and firm for the initial twelve (12) month Contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of goods provided for in this Contract, annual price adjustments of the Contract pricing may be made after receipt of written request from the Contractor showing cause substantiating the need for the increase, made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

The Contractor's unit prices will be adjusted "New Contract Price(s)" by an amount of no more than five percent (5%) per year, for each additional twelve (12) month period. The Contractor will be required to furnish a certified statement or affidavit which states that the increase represents the cost of goods only and in no way represents an increase for its profits, labor or overhead. The Contractor must justify its request for an increase by submitting detailed pricing data, support documentation and any other information requested by the Chief Procurement Officer to verify the price increase request.

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

Any Janitorial Supplies provided by the Contractor at a price change, without a properly executed Contract modification signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for any Janitorial Supplies provided at an unapproved increase price.

Note: The adjustment percentage was changed from 3% to 5%.

3. DETAILED SPECIFICATION

DELETION AND ADDITION, DETAILED SPECIFICATION

10.4 MANUFACTURER'S WARRANTY & PRODUCT INFORMATION - Delete in its entirety and replace with the following:

The Contractor must be the manufacturer, an authorized dealer/distributor or reseller of the proposed Janitorial Supplies and is required to provide and transfer all documentation issued by the manufacturer for the proposed Janitorial Supplies. 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 Janitorial Supplies provided under this Contract in accordance with the standard Warranty regularly supplied.

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

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

Note: Authorized Dealer/Distributor or Reseller provision has been added.

4. DELETION AND ADDITION, DETAILED SPECIFICATION

10.6 DELIVERY - Delete in its entirety and replace with the following:

Contractor must not make any deliveries of Janitorial Supplies without an approved City of Chicago purchase order release issued by the appropriate department. Upon receipt of a purchase order release, deliveries of the proposed/requested Janitorial Supplies must be made at no charge F.O.B., City of Chicago, Various Using Departments, or to any point within the City, regardless of the purchase order release amount.

Deliveries of Janitorial Supplies must be made within seven (7) calendar days of issuance of a Purchase Order Release between the hours of 7:00 a.m. - 2:00 p.m., Monday through Friday, excluding Saturday, Sunday's or any holidays.

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

DELIVERY AND PACKAGING FOR THE CHICAGO FIRE DEPARTMENT

Unless otherwise approved by the requestor, all non-palletized shipments must be made via truck equipped with tailgate to ground powered lifts. The driver/operator must affect ground delivery.

All palletized deliveries must be shrink-wrapped for protection against movement and humidity. Pallets must not have overhang nor must they exceed four thousand pounds (4,000 lbs). The driver/operator must affect removal of pallets from truck to the city's facility.

A total shipment packing slip must be prominently displayed and adhered to the outer surface, top layer of the first out pallet load. The packing slip must include items being received, and any back orders, if applicable.

Any box(es) containing different multiple items, must be prominently labeled as such and its content will be listed on an individual, separate and distinct packing slip inserted in a prominently displayed pouch and adhered to the top outer surface of each such box. Such box(es) must be placed on the top layer of the first out pallet load.

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

DELIVERY AND PACKAGING FOR THE CHICAGO DEPARTMENT OF AVIATION

All products delivered to the Department of Aviation warehouses either at O'Hare or Midway International Airports must be delivered on skids and secured by a means such as shrink wrapping or banding. The skids must be able to be moved by hand powered pallet jacks. Orders that are not delivered on skids may be rejected. The Contractor may be required to unload the skid from the truck onto the warehouse dock.

5. DELETION AND ADDITION, DETAILED SPECIFICATION

10.10 Green Seal Certified - Delete in its entirety and replace with the following:

The Janitorial Supplies bid lines within Groupe A1 through A6 and items in the "Green" catalogs of this Contract are required to meet the Green Seal Certified GS-37, GS-40, or GS-41 standard for Industrial and Institutional Cleaners. The City of Chicago is aware that there are numerous other types of certifications, however, at this time the City of Chicago specification acknowledges the "Green Seal Certification".

Catalog products purchased under this Contract are considered to be green (or environmentally preferable) if the product is certified by the Green Seal Organization, www.greenseal.org, and the products have the Green Seal Certification Mark on the label. Whenever the Green Seal certification mark appears on a package, the package will contain a description of the basis for certification. The description must be in a location, style, and typeface that are easily readable. Unless otherwise approved in writing by Green Seal, the description may read as follows: "This product meets Green Seal's standard for industrial and institutional products based on its reduced human and aquatic toxicity and reduced smog production potential."

Bidders may submit bids for Janitorial Supplies with alternate certification standards other than Green Seal. Bids for alternate Janitorial Supplies must be of the same size as listed on the Proposal Pages. Alternate certification standards may be considered on a case by case basis. Proof of certification, information on certification organization and certification standards must be provided to the City upon request. Samples of alternate Janitorial Supplies must be submitted in order to test the effectiveness of the alternate product.

6. DELETION AND ADDITION, DETAILED SPECIFICATION

10.21 GROUP B THROUGH V - JANITORIAL SUPPLY CATALOGS & GREEN CATALOGS - Delete in its entirety and replace with the following:

The City of Chicago requires that a Discount off Manufacturer's List Prices be submitted for Groups B through V. No mark-up over cost will be accepted or allowed or the bid will be rejected.

Groups B, D, E, G, I, N, O, Q catalogs represent various "GREEN" Janitorial Supply items that the City intends to purchase that are not listed in Group A1 through A6. Each of the catalogs are listed as "Green".

7. DELETION AND ADDITION, DETAILED SPECIFICATION

10.23 CATALOG RESTRICTIONS - Delete in its entirety and replace with the following:

Groups A1 through A6, Catalog Restrictions

Contractors are restricted from selling all line items listed in Groups A1 through A6 from the catalog (line items listed in the Proposal Pages for Groups B through V).

For example: Group A-1, Buckeye floor cleaner in one (1) liter bottle is also available in Group G Buckeye manufacturer's catalog section of the Proposal Pages is restricted for purchase by City Departments.

If any City Department or Contractors do not meet these terms and conditions each department and/or contractor will be found in default, per the General Conditions section, Default 2.50 and restricted from these contracts and may be subject to termination of the contract.

Groups B through V, Catalog Restrictions

The following catalog sections are restricted from purchases from all City Departments. City Departments will not be allowed to order any restricted Janitorial Supplies listed below. The Contractor will be at risk of non-payment for any products shipped to the City of Chicago that are restricted from purchase. In addition, the Contractor may be found to be in Default of the Contract terms and conditions and possible termination of the Contract may result.

CATALOG REFERENCES:

Group H - CONTINENTAL MFG., 2008 PRICE LIST - OR MOST CURRENT VERSION

(Restrictions Include Material Handling, Food Service Equipment)

Group J - 3M COMMERCIAL DIVISIONS, 2008 PRICE LIST - OR MOST CURRENT VERSION

(Restrictions Include Food Service Label Tapes & Shortening Monitors, Nomad Entryway Matting System, Safety Walk Matting Tapes & Treads, Additional 3M Products)

Group L - IMPACT PRODUCTS, 2008 PRICE LIST - OR MOST CURRENT VERSION

(Restrictions Includes Safety Products, Carts/Material Handling)

Group R - RUBBERMAID LIST, 2008 PRICE LIST - OR MOST CURRENT VERSION

(Restrictions Include Material Handling, Safety, Food Service)

8. FMPS PROPOSAL PAGES

DELETION AND ADDITION, FMPS PROPOSAL PAGES

Section 11. FMPS PROPOSAL PAGES -- Delete in its entirety and replace with the attached thirteen (13) pages:

Note the following revisions:

Group M-Unisource, lines 63 and 64 have been deleted.

Bid lines 76, 77, 78, 79, 80 have been added.

Column added for vendor to indicate if Alternate Bid is submitted (Catalog #/ID, Date and Mfgr.)

9. PRE-BID CONFERENCE Q & A:

Section 10.12. MSDS Sheet (OSHA Form 20)

Question # 1: Should MSDS sheets be provided once or every time product is delivered?

Answer: The Contractor must submit a Material Safety Data Sheet (OSHA Form 20) with its bid for each line item that is quoted in Groups A1 through A6 for evaluation purposes. Also, Contractor must provide an MSDS for Groups B through V upon request from a City Department.

Section 11. Proposal Pages (lines 17-25)

Question # 2: Does the City intend to/or currently buy the same product "Stride" in various sizes?

Answer: Yes, the City of Chicago intends to utilize the Stride products detailed and described within Group A of this specification.

Question # 3: Are there duplicate estimated usage amounts on the proposal pages, for example lines 17 & 22? Is the City really estimating usage of 12,048 each 5-L RTD Units?

Answer: There are no duplications on the proposal pages. Line 17 is for Stride-Citrus Neutral Cleaner and line 22 is for Stride-Floral Neutral Cleaner. The estimated usage for each line item is 6,024.

Section 11. Proposal Pages (lines 1-49)

Question #4: How will the price on the diluted ready to use (RTU) cost be evaluated on alternate products?

Answer: Should the bidder submit a bid for an alternate product, bidder must submit its bid based on the unit of measures listed on the Proposal Pages. For example, if the City of Chicago is requesting a thirty-two (32) ounce product the equivalent alternate product should also be thirty-two (32) ounce. Bidder must not bid ready to use (RTU) costs for alternate products. Bids received with ready to use (RTU) costs may be rejected.

Question #5: How will the City purchase the dilution control equipment for the Solution Center Cartridges? Does the City of Chicago own the current dispensing equipment?

Answer: The dilution control equipment will be purchased through one of the catalogs listed on the Proposal Pages on an as needed basis. The City of Chicago does currently own the dispensing equipment.

Any and all addenda must be acknowledged by the vendor on the Execution Page by Addendum number. Failure on behalf of the vendor may be cause for rejection of bid.

**ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER
ADDENDUM NO. # 1**

City of Chicago
Department of Procurement Services
SPS

Montel M. Gayles
Chief Procurement Officer

June 5, 2008

CLARIFICATION No.1

ACCEPTED

to

Janitorial Supplies

Specification No.: 62982

RFQ NO.: 2944

For which the **bids are scheduled** to be opened in the Office of the Chief Procurement Officer, Bid & Bond Room #301, City Hall, Chicago, Illinois at 11:00 a.m. on **Friday, June 13, 2008.**

**No. 1 CLARIFICATION - FMPS PROPOSAL PAGES
FMPS PROPOSAL PAGES - SECTION 11**

Group M-Unisource, lines 63 and 64 have been removed from the original bid solicitation advertised on Friday, May 9, 2008, the City of Chicago will procure Janitorial Supplies from manufacturers as listed in Addendum #1.

**City of Chicago
Department of Procurement Services**

**Montel M. Gayles
Chief Procurement Officer**

CONTRACT NO: 1445-14077

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2014

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 Inner-City Underwriting Agency PO Box 16130 1631 S Michigan Ave Unit 102 Chicago IL 60616-0130	CONTACT NAME: Customer Service Rep PHONE (A/C No. Ext.): (312) 341-9080 x221 FAX (A/C No.): (312) 341-9084 E-MAIL ADDRESS: CustomerService@inner-city.net													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company, LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Ins Co of IL</td> <td>38288</td> </tr> <tr> <td>INSURER C:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company, LTD	11000	INSURER B: Hartford Ins Co of IL	38288	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Sentinel Insurance Company, LTD	11000													
INSURER B: Hartford Ins Co of IL	38288													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED INTER-CITY SUPPLY CO., INC. 8830 S DOBSON AVE CHICAGO IL 60619														

COVERAGES **CERTIFICATE NUMBER:** CL1411705512 **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			83SBAPV6015	1/25/2014	1/25/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP/AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			83UECJG3163	1/25/2014	1/25/2015	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 2,500
A	UMBRELLA LIAB			83SBAPV6015	1/25/2014	1/25/2015	EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> OCCUR				
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECEB9110	1/25/2014	1/25/2015	WC STATUS - TORY LIMITS
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				EL - DISEASE - EA EMPLOYEE \$ 1,000,000
							EL - DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding City of Chicago Contract #18041

CERTIFICATE HOLDER**CANCELLATION**

Cook County Government Office of the Chief Procurement Officer 118 N. Clark Street Room 1018 Chicago, IL 60602-1375	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 Matthew Cooper/LARRY
---	---

**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.cookclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookclerk.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: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Certifying Agency: _____

Address: _____

Certification Expiration Date: _____

City/State: _____ Zip _____

FEIN #: _____

Phone: _____ Fax: _____

Contact Person: _____

Email: _____

Contract #: _____

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

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

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this _____ day of _____, 20_____

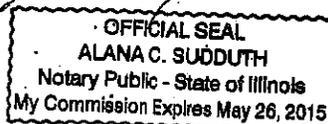
this ^{14th} day of October, 2014

Notary Public _____

Notary Public [Signature]

SEAL

SEAL



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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) Sheriffs 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
N/A	

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:
8830 S. Dobson Ave
Chicago, IL 60619

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS; the Undersigned must explain below:

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 (§2-810 *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 Inter-City Supply Co, Inc D/B/A: _____ EIN NO.: 36-3349093

Street Address: 8830 S. Dobson Avenue

City: Chicago State: Illinois Zip Code: 60619

Phone No.: 773-731-8007

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
JACKIE DYESS	6171 N. SHERIDAN RD CHICAGO, IL 60660	80
BERNARD ARMEL	1149 W. VERNON PARK CHICAGO 60649	20

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.

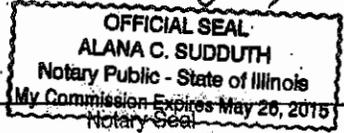
JACKIE DYESS
 Name of Authorized Applicant/Holder Representative (please print or type)
Jackie Dyess
 Signature
intercity@ameritech.net
 E-mail address

PRESIDENT
 Title
10/14/14
 Date
(773) 731-8007
 Phone Number

Subscribed to and sworn before me this 14th day of October, 2014

Alana C. Sudduth
 Notary Public Signature

My commission expires: May 26, 2015





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 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: JACKIE DYESS Title: PRESIDENT

Business Entity Name: Inter-City Supply Co, Inc Phone: (773) 731-8007

Business Entity Address: 8830 S. Dobson Ave. Chicago, IL 60660

_____ 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.

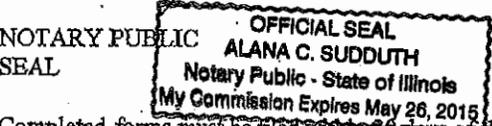
To the best of my knowledge and belief, the information provided above is true and complete.

Jackie Dyess
Owner/Employee's Signature Date 10/14/14

Subscribe and sworn before me this 14th Day of October, 2014

a Notary Public in and for Cook County

Alana C. Sudduth
(Signature)



My Commission expires May 26, 2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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.

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 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: INTER-CITY SUPPLY CO, INC.
BUSINESS ADDRESS: 8830 S. DOBSON AVENUE
CHICAGO, IL 60619
BUSINESS TELEPHONE: (773) 731-8007 FAX NUMBER: (773) 731-9115
CONTACT PERSON: JACKIE DYESS
FEIN: 36-3349093 *IL CORPORATE FILE NUMBER: 5392-190-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: JACKIE DYESS VICE PRESIDENT: BERNARD ARMEL
SECRETARY: B. ARMEL TREASURER: J. DYESS

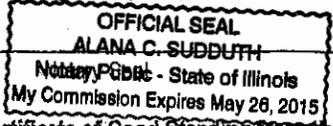
**SIGNATURE OF PRESIDENT: *[Signature]*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this 14th day of October, 2014

My commission expires: May 26, 2015

X *[Signature]*
Notary Public Signature



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

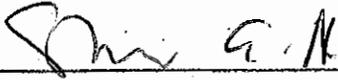
** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 3 DAY OF December 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

1445-14077

OR

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

TOTAL AMOUNT OF CONTRACT:

\$ 656,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 19 2014