

REFERENCE AGREEMENT FOR SUPPLIES

FRAMING BOARD AND LUMBER



COOK COUNTY GOVERNMENT

**COOK COUNTY DEPARTMENT OF
FACILITIES MANAGEMENT**

AND

ROOT BROTHERS MANUFACTURING AND SUPPLY COMPANY

**CONTRACT NO. 2245-02161
PURCHASE ORDER NO. 70000261442**

**CITY OF CHICAGO
CONTRACT NO. 106360**

TABLE OF CONTENTS

TERMS AND CONDITIONS	2
ARTICLE 1) INCORPORATION OF BACKGROUND.....	2
ARTICLE 2) DEFINITIONS.....	2
a) Definitions	2
b) Interpretation	2
c) Incorporation of Exhibits	3
d) Order of Precedence.....	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	4
a) Scope of Services	4
b) Deliverables	4
c) Standard of Performance.....	5
d) Personnel	5
e) Minority and Women Owned Business Enterprises Commitment	6
f) Insurance	7
g) Indemnification	9
h) Examination of Records and Audits	10
i) Subcontracting or Assignment of Contract or Contract Funds	11
j) Professional Social Services	11
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance	12
b) Timeliness of Performance	13
c) Agreement Extension Option.....	13
ARTICLE 5) COMPENSATION	13
a) Basis of Payment.....	13
b) Method of Payment.....	13
c) Funding	14
d) Non-Appropriation.....	14
e) Taxes	14
f) Price Reduction.....	15
g) Vendor Credits.....	15
ARTICLE 6) DISPUTES	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS	16
ARTICLE 8) SPECIAL CONDITIONS.....	16
a) Warranties and Representations.....	16
b) Ethics	17
c) Joint and Several Liability	17
d) Business Documents	18
e) Conflicts of Interest.....	18
f) Non-Liability of Public Officials	19

ARTICLE 9)	EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION 19 AND RIGHT TO OFFSET	19
a)	Events of Default Defined	19
b)	Remedies	20
c)	Early Termination	22
d)	Suspension	23
e)	Right to Offset.....	23
f)	Delays	23
g)	Prepaid Fees	24
ARTICLE 10)	GENERAL CONDITIONS	24
a)	Entire Agreement.....	24
b)	Counterparts	25
c)	Contract Amendments	25
d)	Governing Law and Jurisdiction.....	26
e)	Severability	26
f)	Assigns	26
g)	Cooperation	26
h)	Waiver	26
i)	Independent Vendor	27
j)	Governmental Joint Purchasing Agreement	27
k)	Comparable Government Procurement.....	28
l)	Force MaJeure	28
m)	Federal Clause.....	28
ARTICLE 11)	NOTICES.....	38
ARTICLE 12)	AUTHORITY	39

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation and Price Adjustment Clause
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program ("E-Payables")
Exhibit 8	Economic Disclosure Statement

Attachments

Attachment 1 City of Chicago, Contract No. 106360

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and the Root Brothers Manufacturing and Supplies, doing business as a(an) Municipality of the State of Illinois hereinafter referred to as “Vendor”, pursuant to authorization by the Cook County Board of Commissioners on February 9, 2023 as evidenced by Board Authorization letter attached hereto as EXHIBIT “5”.

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, City of Chicago, County of Cook, IL solicited a formal Invitation for Bid process for Framing Board and Lumber, and the Vendor was identified as the qualified and best value provider for the services; and

Whereas, City of Chicago entered into a contract on October 3, 2019 for the provision of supplies by the Vendor for City of Chicago relative to Framing Board and Lumber Supplies, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the City of Chicago contract are not made a part of or incorporated into this Agreement; and

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

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

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

Whereas, the Vendor agrees to provide Framing Board and Lumber, incorporated as Exhibit 1, Statement of Work; and

Whereas, the Vendor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago, Contract No. 106360.

NOW, THEREFORE, the County and Vendor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation and Price Adjustment Clause
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program ("E-Payables")
Exhibit 8	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Supply Agreement shall control. This Agreement shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation and Price Adjustment Clause
Exhibit 3	City of Chicago, Contract N0. 106360
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 8	Electronic Payables Program ("E-Payables")
Exhibit 9	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF VENDOR

a) Scope of Services

This description of Supplies is intended to be general in nature and is neither a complete description of Vendor's Supplies nor a limitation on the Supplies that Vendor is to provide under this Agreement. Vendor must provide the Supplies in accordance with the standards of performance set forth in Section 3c. The Supplies that the Vendor must provide include, but are not limited to, those described in Exhibit 1, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Supplies, Vendor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as framing material and lumber supplied products supplied by the Vendor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Vendor has failed to comply with the foregoing standards, it has 10 days from the discovery to notify Vendor of its failure. If Vendor does not correct the failure, if it is possible to do so, within 10 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Vendor of its commitments under this Agreement.

c) Standard of Performance

Vendor must provide all material required of it under this Agreement with that degree of skill, care and diligence normally shown by a vendor performing services of a scope and purpose and magnitude comparable with the nature of the Supplies to be provided under this Agreement. Vendor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary.

Vendor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Vendor must provide copies of any such licenses. Vendor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by the Vendor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Vendor fails to comply with the foregoing standards, Vendor must provide again, at its own expense, all Supplies required to be re-delivered as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Supplies by the County does not relieve the Vendor of its responsibility for the professional skill and care and material accuracy of its Supplies and Deliverables. This provision in no way limits the County's rights against Vendor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Vendor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Vendor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Vendor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Vendor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Vendor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Vendor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Vendor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Vendor underpays any such salaries or wages, the Vendor for the County may withhold, out of payments due to Vendor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Vendor for and on account of Vendor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Vendor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Vendor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Vendor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Vendor for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Vendor must provide and maintain at Vendor's own expense, during the term of this Agreement and any time period following expiration if Vendor is required to return and provide any of the Supplies or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) 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 Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Vendor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

When any professional vendors provides Supplies in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Vendor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Vendor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 69 W Washington St., Floor 30, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Vendor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Vendor is not a waiver by the County of any requirements for Vendor to obtain and maintain the specified coverages. Vendor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Vendor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor. Vendor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Vendor in no way limit Vendor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Vendor under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Vendor must require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverages for Subconsultants. All Subcontractors are subject to the same insurance requirements as Vendor unless otherwise specified in this Agreement. If Vendor or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Vendor 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 Vendor, or the acts or omissions of the officers, agents, employees, Vendors, subcontractors, licensees or invitees of the Vendor. The Vendor expressly understands and agrees that any Performance Bond or insurance protection required of the Vendor, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Examination of Records and Audits

The Vendor 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 Vendor related to the Contract, or to Vendor's compliance with any term, condition or provision thereof. The Vendor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Vendor 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Vendor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Vendor 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 Vendor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Vendor 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 Vendor 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, Vendor 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.

i) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Vendor 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 Vendor from its obligations or change the terms of the Contract. The Vendor 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 Vendor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Vendor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Vendor 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 Vendor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Vendor 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 Vendor is not required to disclose employees who are paid or estimated to be paid. The Vendor is not required to disclose employees who are paid solely through the Vendor'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 Vendor is uncertain whether a disclosure is required under this Section, the Vendor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Vendors and Subcontractor of the Vendor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

j) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Vendors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Vendor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on March 17, 2023 ("**Effective Date**") and continue until October 2, 2024 until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Vendor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Vendor acknowledges that TIME IS OF THE ESSENCE and that the failure of Vendor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Vendor nor Vendor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Vendor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay the Vendor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Vendor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Vendor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Vendor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Vendor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Vendor certifies that all itemized entries set forth in the invoices are true and correct. The Vendor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Vendor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Vendor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Vendor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Vendor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Vendor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Vendor with all of the documents and information required of the Vendor. The Vendor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies goods, or services do not comply with the requirements of the Contract, the Vendor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Vendor in writing of that occurrence, and this Agreement 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 Agreement are exhausted. Payments for Supplies delivered to the date of notification will be made to Vendor. No payments will be made or due to Vendor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) 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-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Vendor 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 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Vendor 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 Vendor makes in the price of the Deliverables to its prospective customers generally.

g) Vendor Credits

To the extent the Vendor 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 Agency. Vendor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Vendor 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 her decision to writing and mail or otherwise furnish a copy thereof to 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, Vendor 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.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Vendor, Subcontractor, 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 (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.

The Vendor 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 Vendor's employees, agents or Subcontractor shall be the responsibility of the Vendor.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Vendor:

- i) warrants that Vendor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Vendor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Vendor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Vendor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Vendor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Vendor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Vendor warrants:
 - (1) no officer, agent or employee of the County is employed by Vendor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Vendor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Vendor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Vendor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Vendor Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Vendor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Vendor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Vendor's past or present clients. If Vendor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Vendor's Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Vendor's Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Vendor's Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Vendor's Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Vendor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Vendor's Services for others conflict with the Services Vendor is to render for the County under this Agreement, Vendor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Vendor under this Agreement, Vendor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Vendor and any assignee or Subcontractor of Vendor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Vendor to the County.
- ii) Vendor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Vendor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Vendor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Vendor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Vendor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Vendor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Vendor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Vendor in default. The Chief Procurement Officer may in his sole discretion give Vendor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Vendor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Vendor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Vendor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Vendor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Vendor's expense and as agent for Vendor, either directly or through others, and bill Vendor for the cost of the Services, and Vendor must pay the difference between the total amount of this bill and the amount the County would have paid Vendor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Vendor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Vendor's compensation under this Agreement;
- vi) The right to consider Vendor non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Vendor. The County will give notice to Vendor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Vendor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Vendor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Vendor must attempt to agree on the amount of compensation to be paid to Vendor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Vendor is in full settlement for all Services satisfactorily performed under this Agreement.

Vendor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Vendor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Vendor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Vendor suspend its Services, or any part of them, by giving 15 days prior written notice to Vendor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Vendor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Vendor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Vendor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Vendor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Vendor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Vendor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

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

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Vendor 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.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Vendor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Vendor to enter into this Agreement or has been relied upon by Vendor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Vendor acknowledges that the Vendor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Vendor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Vendor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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.

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

Vendor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Vendor shall be governed by and construed under the laws of the State of Illinois. The Vendor 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, State of Illinois, and the Vendor consents and submits to the jurisdiction thereof. In accordance with these provisions, Vendor 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement 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 other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

Vendor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Vendor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Vendor's performance in any respect or waives a requirement or condition to either the County's or Vendor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Vendor in writing.

i) Independent Vendor

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

This Agreement is between the County and an independent Vendor and, if Vendor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Vendor performing the Services required under this Agreement.
- ii) Vendor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) 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.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither the Vendor 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 and 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.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

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

2. False or Fraudulent Statements and Claims

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

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (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. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

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 (40 U.S.C. 3145), 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.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 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. The requirements of 40 U.S.C. 3704 are 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.

17. 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.

18. 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 \$150,000 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).

19. 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.

20. 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.

ARTICLE 11) NOTICES

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.

If to the County: Cook County Department of Facilities Management _____
118 N. Clark St., Room 1000
Chicago, Illinois 60602
Attention: Business Manager III

and

Cook County Chief Procurement Officer
69 W Washington St., Floor 30
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Vendor: Root Brothers Manufacturing & Supply Company
10307-10325 South Michigan Avenue
Chicago, IL 50528
Attention: Inside Sales

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of the Vendor have been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work

Vendor shall provide framing board and lumber supplies as outlined in Exhibit 2 Compensation Schedule on an as needed basis. The contract amount shall not exceed \$200,000.00.

Contract No. 2245-02161
Framing Board and Lumber

EXHIBIT 2

Schedule of Compensation

FRAMING BOARD & LUMBER 2022 PRICE INCREASE PO 106360 RX 492326

Line	Item	Category	Description	UOM	Current Price	% Increase	Increase Amount	New Price
1	5401439108	54014	PRICE ADJUSTMENT - INCREASE LINE #1 FROM \$18.57 TO \$22.68; AN INCREASE OF \$4.11 - LUMBER - POPLAR - 1" X 4" X 8' CLEAR S4S	Each	\$18.57	22.14%	\$4.11	\$22.68
2	5401439109	54014	PRICE ADJUSTMENT - INCREASE LINE #2 FROM \$27.82 TO \$33.98; AN INCREASE OF \$6.16 - LUMBER - POPLAR - 1" X 4" X 12' CLEAR S4S	Each	\$27.82	22.14%	\$6.16	\$33.98
3	5401439115	54014	PRICE ADJUSTMENT - INCREASE LINE #3 FROM \$56.51 TO \$69.02; AN INCREASE OF \$12.51 - LUMBER - POPLAR - 1" X 8" X 12' CLEAR S4S	Each	\$56.51	22.14%	\$12.51	\$69.02
4	5401439121	54014	PRICE ADJUSTMENT - INCREASE LINE #4 FROM \$91.29 TO \$111.50; AN INCREASE OF \$20.21 - LUMBER - POPLAR - 1" X 12" X 12' CLEAR S4S	Each	\$91.29	22.14%	\$20.21	\$111.50
5	5402983320	54029	PRICE ADJUSTMENT - INCREASE LINE #5 FROM \$7.39 TO \$9.03; AN INCREASE OF \$1.64 - LUMBER, TRIM, POPLAR - 1 IN. X 12 IN.	Linear Foot	\$7.39	22.14%	\$1.64	\$9.03
6	5402359202	54023	PRICE ADJUSTMENT - INCREASE LINE #6 FROM \$10.00 TO \$12.21; AN INCREASE OF \$2.21 - LUMBER, OAK, RED, NO. 1 COMMON - 1 IN. X 12 IN.	Linear Foot	\$10.00	22.14%	\$2.21	\$12.21
7	5402361032	54023	PRICE ADJUSTMENT - INCREASE LINE #7 FROM \$16.02 TO \$19.57; AN INCREASE OF \$3.55 - LUMBER, OAK, WHITE - 1 IN. X 12 IN. , CLEAR	Linear Foot	\$16.02	22.14%	\$3.55	\$19.57
8	5404443200	54044	PRICE ADJUSTMENT - INCREASE LINE #8 FROM \$51.54 TO \$62.96; AN INCREASE OF \$11.41 - LUMBER, PONDEROSA PINE, MOULDING - DRIP CAP, 1-1/16 IN. X 2 IN. X 16 FT.	Each	\$51.54	22.14%	\$11.41	\$62.96
9	5402008111	54020	PRICE ADJUSTMENT - INCREASE LINE #9 FROM \$28.69 TO \$35.04; AN INCREASE OF \$6.35 - LUMBER, DOUGLAS FIR OR YELLOW PINE - STRUCTURAL LIGHT FRAMING, CONSTRUCTION GRADE - 4 IN. X 4 IN. X 12 FT.	Each	\$28.69	22.14%	\$6.35	\$35.04
10	5402015135	54020	PRICE ADJUSTMENT - INCREASE LINE #10 FROM \$10.06 TO \$12.29; AN INCREASE OF \$2.23 - LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 10 FT.	Each	\$10.06	22.14%	\$2.23	\$12.29
11	5402015155	54020	PRICE ADJUSTMENT - INCREASE LINE #11 FROM \$11.92 TO \$14.56; AN INCREASE OF \$2.64 - LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 12 FT.	Each	\$11.92	22.14%	\$2.64	\$14.56
12	5402015180	54020	PRICE ADJUSTMENT - INCREASE LINE #12 FROM \$16.15 TO \$19.72; AN INCREASE OF \$3.57 - LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 16 FT.	Each	\$16.15	22.14%	\$3.57	\$19.72
13	5402023205	54020	PRICE ADJUSTMENT - INCREASE LINE #13 FROM \$56.26 TO \$68.72; AN INCREASE OF \$12.46 - LUMBER, SPRUCE OR HEM FIR CONSTRUCTION GRADE NO.2 AND BETTER - 2 INCH X 12 INCH X 20 FEET	Each	\$56.26	22.14%	\$12.46	\$68.72
14	5402024380	54020	PRICE ADJUSTMENT - INCREASE LINE #14 FROM \$24.78 TO \$30.26; AN INCREASE OF \$5.49 - LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 8 IN. X 16 FT.	Each	\$24.78	22.14%	\$5.49	\$30.26
15	5402025170	54020	PRICE ADJUSTMENT - INCREASE LINE #15 FROM \$5.78 TO \$7.05; AN INCREASE OF \$1.28 - LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 8 FT.	Each	\$5.78	22.14%	\$1.28	\$7.05
16	5402025180	54020	PRICE ADJUSTMENT - INCREASE LINE #16 FROM \$8.26 TO \$10.09; AN INCREASE OF \$1.83 - LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 10 FT.	Each	\$8.26	22.14%	\$1.83	\$10.09
17	5404452150	54044	PRICE ADJUSTMENT - INCREASE LINE #17 FROM \$31.17 TO \$38.08; AN INCREASE OF \$6.90 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 10 FT. MC15, S4S	Each	\$31.17	22.14%	\$6.90	\$38.08
18	5404452160	54044	PRICE ADJUSTMENT - INCREASE LINE #18 FROM \$34.40 TO \$42.02; AN INCREASE OF \$7.62 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 12 FT. MC15, S4S	Each	\$34.40	22.14%	\$7.62	\$42.02
19	5404452290	54044	PRICE ADJUSTMENT - INCREASE LINE #19 FROM \$84.71 TO \$103.46; AN INCREASE OF \$18.75 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 12 FT. MC15, S4S	Each	\$84.71	22.14%	\$18.75	\$103.46

FRAMING BOARD & LUMBER 2022 PRICE INCREASE PO 106360 RX 492326

Line	Item	Category	Description	UOM	Current Price	% Increase	Increase Amount	New Price
20	5404452525	54044	PRICE ADJUSTMENT - INCREASE LINE #20 FROM \$134.14 TO \$163.84; AN INCREASE OF \$29.70 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 5/4 IN. X 12 IN. X 12 FT. MC15, S4S	Each	\$134.14	22.14%	\$29.70	\$163.84
21	5404454040	54044	PRICE ADJUSTMENT - INCREASE LINE #21 FROM \$8.32 TO \$10.16; AN INCREASE OF \$1.84 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 10 FT.	Each	\$8.32	22.14%	\$1.84	\$10.16
22	5404454120	54044	PRICE ADJUSTMENT - INCREASE LINE #22 FROM \$10.31 TO \$12.59; AN INCREASE OF \$2.28 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 10 FT.	Each	\$10.31	22.14%	\$2.28	\$12.59
23	5404454210	54044	PRICE ADJUSTMENT - INCREASE LINE #23 FROM \$15.53 TO \$18.96; AN INCREASE OF \$3.44 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 12 FT.	Each	\$15.53	22.14%	\$3.44	\$18.96
24	5404460206	54044	PRICE ADJUSTMENT - INCREASE LINE #24 FROM \$18.94 TO \$23.13; AN INCREASE OF \$4.19 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 8 FT	Each	\$18.94	22.14%	\$4.19	\$23.13
25	5404460208	54044	PRICE ADJUSTMENT - INCREASE LINE #25 FROM \$12.73 TO \$15.55; AN INCREASE OF \$2.82 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 16 FT	Each	\$12.73	22.14%	\$2.82	\$15.55
26	5404460209	54044	PRICE ADJUSTMENT - INCREASE LINE #26 FROM \$12.79 TO \$15.63; AN INCREASE OF \$2.83 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 10 FT	Each	\$12.79	22.14%	\$2.83	\$15.63
27	5404460210	54044	PRICE ADJUSTMENT - INCREASE LINE #27 FROM \$14.53 TO \$17.75; AN INCREASE OF \$3.22 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 12 FT	Each	\$14.53	22.14%	\$3.22	\$17.75
28	5404460212	54044	PRICE ADJUSTMENT - INCREASE LINE #28 FROM \$18.63 TO \$22.76; AN INCREASE OF \$4.12 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 16 FT	Each	\$18.63	22.14%	\$4.12	\$22.76
29	5404460213	54044	PRICE ADJUSTMENT - INCREASE LINE #29 FROM \$9.94 TO \$12.14; AN INCREASE OF \$2.20 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 8 FT	Each	\$9.94	22.14%	\$2.20	\$12.14
30	5404460217	54044	PRICE ADJUSTMENT - INCREASE LINE #30 FROM \$23.91 TO \$29.20; AN INCREASE OF \$5.29 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 16 FT	Each	\$23.91	22.14%	\$5.29	\$29.20
31	5404460220	54044	PRICE ADJUSTMENT - INCREASE LINE #31 FROM \$39.87 TO \$48.70; AN INCREASE OF \$8.83 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 16 FT	Each	\$39.87	22.14%	\$8.83	\$48.70
32	5404460221	54044	PRICE ADJUSTMENT - INCREASE LINE #32 FROM \$8.14 TO \$9.94; AN INCREASE OF \$1.80 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 10 FT	Each	\$8.14	22.14%	\$1.80	\$9.94
33	5404460222	54044	PRICE ADJUSTMENT - INCREASE LINE #33 FROM \$9.75 TO \$11.91; AN INCREASE OF \$2.16 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 12 FT	Each	\$9.75	22.14%	\$2.16	\$11.91
34	5404460223	54044	PRICE ADJUSTMENT - INCREASE LINE #34 FROM \$5.71 TO \$6.98; AN INCREASE OF \$1.26 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 8 FT	Each	\$5.71	22.14%	\$1.26	\$6.98
35	5404460231	54044	PRICE ADJUSTMENT - INCREASE LINE #35 FROM \$44.34 TO \$54.16; AN INCREASE OF \$9.82 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 16 FT	Each	\$44.34	22.14%	\$9.82	\$54.16
36	5404460232	54044	PRICE ADJUSTMENT - INCREASE LINE #36 FROM \$8.07 TO \$9.86; AN INCREASE OF \$1.79 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 10 FT	Each	\$8.07	22.14%	\$1.79	\$9.86
37	5404460233	54044	PRICE ADJUSTMENT - INCREASE LINE #37 FROM \$9.81 TO \$11.98; AN INCREASE OF \$2.17 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 12 FT	Each	\$9.81	22.14%	\$2.17	\$11.98

FRAMING BOARD & LUMBER 2022 PRICE INCREASE PO 106360 RX 492326

Line	Item	Category	Description	UOM	Current Price	% Increase	Increase Amount	New Price
38	5404460234	54044	PRICE ADJUSTMENT - INCREASE LINE #38 FROM \$11.61 TO \$14.18; AN INCREASE OF \$2.57 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 14 FT	Each	\$11.61	22.14%	\$2.57	\$14.18
39	5404460237	54044	PRICE ADJUSTMENT - INCREASE LINE #38 FROM \$12.61 TO \$15.40; AN INCREASE OF \$2.79 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 14 FT	Each	\$12.61	22.14%	\$2.79	\$15.40
40	5404460241	54044	PRICE ADJUSTMENT - INCREASE LINE #40 FROM \$15.21 TO \$18.58; AN INCREASE OF \$3.37 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 8 IN. X 10 FT	Each	\$15.21	22.14%	\$3.37	\$18.58
41	5404731180	54047	PRICE ADJUSTMENT - INCREASE LINE #41 FROM \$81.35 TO \$99.36; AN INCREASE OF \$18.01 - LUMBER, YELLOW PINE, SCAFFOLD PLANKING, OSHA STAMPED - 2 IN. X 12 IN. X 16 FT.	Each	\$81.35	22.14%	\$18.01	\$99.36
42	5404110011	54041	PRICE ADJUSTMENT - INCREASE LINE #42 FROM \$51.54 TO \$62.96; AN INCREASE OF \$11.41 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 10 IN. X 16 FT	Each	\$51.54	22.14%	\$11.41	\$62.96
43	5404110012	54041	PRICE ADJUSTMENT - INCREASE LINE #43 FROM \$42.35 TO \$51.73; AN INCREASE OF \$9.38 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 10 FT	Each	\$42.35	22.14%	\$9.38	\$51.73
44	5404110013	54041	PRICE ADJUSTMENT - INCREASE LINE #44 FROM \$52.35 TO \$63.94; AN INCREASE OF \$11.59 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 12 FT	Each	\$52.35	22.14%	\$11.59	\$63.94
45	5404110014	54041	PRICE ADJUSTMENT - INCREASE LINE #45 FROM \$65.21 TO \$79.64; AN INCREASE OF \$14.44 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 16 FT	Each	\$65.21	22.14%	\$14.44	\$79.64
46	5404110015	54041	PRICE ADJUSTMENT - INCREASE LINE #46 FROM \$9.81 TO \$11.98; AN INCREASE OF \$2.17 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 10 FT	Each	\$9.81	22.14%	\$2.17	\$11.98
47	5404110016	54041	PRICE ADJUSTMENT - INCREASE LINE #47 FROM \$12.17 TO \$14.87; AN INCREASE OF \$2.69 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 12 FT	Each	\$12.17	22.14%	\$2.69	\$14.87
48	5404110017	54041	PRICE ADJUSTMENT - INCREASE LINE #48 FROM \$15.65 TO \$19.11; AN INCREASE OF \$3.46 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 16 FT	Each	\$15.65	22.14%	\$3.46	\$19.11
49	5404110018	54041	PRICE ADJUSTMENT - INCREASE LINE #49 FROM \$14.41 TO \$17.60; AN INCREASE OF \$3.19 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 10 FT	Each	\$14.41	22.14%	\$3.19	\$17.60
50	5404110019	54041	PRICE ADJUSTMENT - INCREASE LINE #50 FROM \$17.89 TO \$21.84; AN INCREASE OF \$3.96 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 12 FT	Each	\$17.89	22.14%	\$3.96	\$21.84
51	5404110020	54041	PRICE ADJUSTMENT - INCREASE LINE #51 FROM \$22.36 TO \$27.31; AN INCREASE OF \$4.95 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 16 FT	Each	\$22.36	22.14%	\$4.95	\$27.31
52	5404110021	54041	PRICE ADJUSTMENT - INCREASE LINE #52 FROM \$18.38 TO \$22.45; AN INCREASE OF \$4.07 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 10 FT	Each	\$18.38	22.14%	\$4.07	\$22.45

FRAMING BOARD & LUMBER 2022 PRICE INCREASE PO 106360 RX 492326

Line	Item	Category	Description	UOM	Current Price	% Increase	Increase Amount	New Price
53	5404110022	54041	PRICE ADJUSTMENT - INCREASE LINE #53 FROM \$22.05 TO \$26.93; AN INCREASE OF \$4.88 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 12 FT	Each	\$22.05	22.14%	\$4.88	\$26.93
54	5404110023	54041	PRICE ADJUSTMENT - INCREASE LINE #54 FROM \$28.69 TO \$35.04; AN INCREASE OF \$6.35 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 16 FT	Each	\$28.69	22.14%	\$6.35	\$35.04
55	5404110024	54041	PRICE ADJUSTMENT - INCREASE LINE #55 FROM \$28.13 TO \$34.36; AN INCREASE OF \$6.23 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 12 FT	Each	\$28.13	22.14%	\$6.23	\$34.36
56	5404110025	54041	PRICE ADJUSTMENT - INCREASE LINE #56 FROM \$38.81 TO \$47.41; AN INCREASE OF \$8.59 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 16 FT	Each	\$38.81	22.14%	\$8.59	\$47.41
57	5404155320	54041	PRICE ADJUSTMENT - INCREASE LINE #57 FROM \$21.24 TO \$25.94; AN INCREASE OF \$4.70 - LUMBER, PONDEROSA PINE, WOLMANIZED OR PRESSURE TREATED - 2 IN X 10 IN X 10 FT	Each	\$21.24	22.14%	\$4.70	\$25.94
58	5404205021	54042	PRICE ADJUSTMENT - INCREASE LINE #58 FROM \$39.12 TO \$47.79; AN INCREASE OF \$8.66 - FIRE TREATED LUMBER - 2" X 6" X 16 FEET	Each	\$39.12	22.14%	\$8.66	\$47.79
59	5404210620	54042	PRICE ADJUSTMENT - INCREASE LINE #59 FROM \$9.07 TO \$11.07; AN INCREASE OF \$2.01 - LUMBER, PINE - .06 CCA TREATED 1 X 4 X 12 FT	Each	\$9.07	22.14%	\$2.01	\$11.07
60	5404210640	54042	PRICE ADJUSTMENT - INCREASE LINE #60 FROM \$12.73 TO \$15.55; AN INCREASE OF \$2.82 - LUMBER, PINE - .06 CCA TREATED 1 X 4 X 16 FT	Each	\$12.73	22.14%	\$2.82	\$15.55
61	5404210670	54042	PRICE ADJUSTMENT - INCREASE LINE #61 FROM \$12.85 TO \$15.70; AN INCREASE OF \$2.85 - LUMBER, PINE - .06 CCA TREATED 1 X 6 X 12 FT	Each	\$12.85	22.14%	\$2.85	\$15.70
62	5404210690	54042	PRICE ADJUSTMENT - INCREASE LINE #62 FROM \$18.63 TO \$22.76; AN INCREASE OF \$4.12 - LUMBER, PINE - .06 CCA TREATED 1 X 6 X 16 FT	Each	\$18.63	22.14%	\$4.12	\$22.76
63	5404210700	54042	PRICE ADJUSTMENT - INCREASE LINE #63 FROM \$11.61 TO \$14.18; AN INCREASE OF \$2.57 - LUMBER, PINE - .06 CCA TREATED 1 X 8 X 8 FT	Each	\$11.61	22.14%	\$2.57	\$14.18
64	5404720520	54047	PRICE ADJUSTMENT - INCREASE LINE #64 FROM \$16.39 TO \$20.02; AN INCREASE OF \$3.63 - LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .25 CCA TREATED FLOORING KD, 1 X 4 X 12 FT	Each	\$16.39	22.14%	\$3.63	\$20.02
65	5404110030	54041	PRICE ADJUSTMENT - INCREASE LINE #65 FROM \$18.13 TO \$22.15; AN INCREASE OF \$4.01 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 8 FT	Each	\$18.13	22.14%	\$4.01	\$22.15
66	5404110032	54041	PRICE ADJUSTMENT - INCREASE LINE #66 FROM \$46.27 TO \$56.51; AN INCREASE OF \$10.24 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 8 FT	Each	\$46.27	22.14%	\$10.24	\$56.51
67	5404110034	54041	PRICE ADJUSTMENT - INCREASE LINE #67 FROM \$68.44 TO \$83.59; AN INCREASE OF \$15.15 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 12 FT	Each	\$68.44	22.14%	\$15.15	\$83.59
68	5404110036	54041	PRICE ADJUSTMENT - INCREASE LINE #68 FROM \$95.39 TO \$116.51; AN INCREASE OF \$21.12 - LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 16 FT	Each	\$95.39	22.14%	\$21.12	\$116.51

FRAMING BOARD & LUMBER 2022 PRICE INCREASE PO 106360 RX 492326

Line	Item	Category	Description	UOM	Current Price	% Increase	Increase Amount	New Price
69	5402007060	54020	PRICE ADJUSTMENT - INCREASE LINE #69 FROM \$133.89 TO \$163.53; AN INCREASE OF \$29.64 - LUMBER, FIR DOUGLAS, BEAMS AND STRINGERS, STANDARD AND BETTER, - 6 INCH X 6 INCH X 10 FEET # 2 & BETTER	Each	\$133.89	22.14%	\$29.64	\$163.53
70	5402025090	54020	PRICE ADJUSTMENT - INCREASE LINE #70 FROM \$4.60 TO \$5.61; AN INCREASE OF \$1.02 - LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 2 IN. X 10 FT.	Each	\$4.60	22.14%	\$1.02	\$5.61
71	5404452050	54044	PRICE ADJUSTMENT - INCREASE LINE #71 FROM \$16.27 TO \$19.87; AN INCREASE OF \$3.60 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 8 FT. MC15, S4S	Each	\$16.27	22.14%	\$3.60	\$19.87
72	5404452060	54044	PRICE ADJUSTMENT - INCREASE LINE #72 FROM \$20.12 TO \$24.58; AN INCREASE OF \$4.45 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 10 FT. MC15, S4S	Each	\$20.12	22.14%	\$4.45	\$24.58
73	5404452070	54044	PRICE ADJUSTMENT - INCREASE LINE #73 FROM \$22.23 TO \$27.15; AN INCREASE OF \$4.92 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 12 FT. MC15, S4S	Each	\$22.23	22.14%	\$4.92	\$27.15
74	5404452310	54044	PRICE ADJUSTMENT - INCREASE LINE #74 FROM \$123.71 TO \$151.09; AN INCREASE OF \$27.39 - LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 16 FT. MC15, S4S	Each	\$123.71	22.14%	\$27.39	\$151.09
75	5404454050	54044	PRICE ADJUSTMENT - INCREASE LINE #75 FROM \$11.92 TO \$14.56; AN INCREASE OF \$2.64 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 12 FT.	Each	\$11.92	22.14%	\$2.64	\$14.56
76	5404454070	54044	PRICE ADJUSTMENT - INCREASE LINE #76 FROM \$14.78 TO \$18.05; AN INCREASE OF \$3.27 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 16 FT.	Each	\$14.78	22.14%	\$3.27	\$18.05
77	5404454130	54044	PRICE ADJUSTMENT - INCREASE LINE #77 FROM \$13.04 TO \$15.93; AN INCREASE OF \$2.89 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 12 FT.	Each	\$13.04	22.14%	\$2.89	\$15.93
78	5404454150	54044	PRICE ADJUSTMENT - INCREASE LINE #78 FROM \$17.39 TO \$21.24; AN INCREASE OF \$3.85 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 16 FT.	Each	\$17.39	22.14%	\$3.85	\$21.24
79	5404454200	54044	PRICE ADJUSTMENT - INCREASE LINE #79 FROM \$13.10 TO \$16.00; AN INCREASE OF \$2.90 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 10 FT.	Each	\$13.10	22.14%	\$2.90	\$16.00
80	5404454230	54044	PRICE ADJUSTMENT - INCREASE LINE #80 FROM \$21.11 TO \$25.79; AN INCREASE OF \$4.67 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 16 FT.	Each	\$21.11	22.14%	\$4.67	\$25.79
81	5404454370	54044	PRICE ADJUSTMENT - INCREASE LINE #81 FROM \$33.53 TO \$40.96; AN INCREASE OF \$7.42 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 10 IN X 16 FT	Each	\$33.53	22.14%	\$7.42	\$40.96
82	5404454340	54044	PRICE ADJUSTMENT - INCREASE LINE #82 FROM \$13.04 TO \$15.93; AN INCREASE OF \$2.89 - LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 4 IN X 16 FT	Each	\$13.04	22.14%	\$2.89	\$15.93
83	5404455090	54044	PRICE ADJUSTMENT - INCREASE LINE #83 FROM \$2.36 TO \$2.88; AN INCREASE OF \$0.52 - LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 10 FT. - SPF	Each	\$2.36	22.14%	\$0.52	\$2.88
84	5404455100	54044	PRICE ADJUSTMENT - INCREASE LINE #84 FROM \$2.79 TO \$3.41; AN INCREASE OF \$0.62 - LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 12 FT. - SPF	Each	\$2.79	22.14%	\$0.62	\$3.41
85	5404456160	54044	PRICE ADJUSTMENT - INCREASE LINE #85 FROM \$6.02 TO \$7.36; AN INCREASE OF \$1.33 - LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 10 FT.	Each	\$6.02	22.14%	\$1.33	\$7.36
86	5404456170	54044	PRICE ADJUSTMENT - INCREASE LINE #86 FROM \$7.27 TO \$8.87; AN INCREASE OF \$1.61 - LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 12 FT.	Each	\$7.27	22.14%	\$1.61	\$8.87
87	5404456240	54044	PRICE ADJUSTMENT - INCREASE LINE #87 FROM \$8.38 TO \$10.24; AN INCREASE OF \$1.86 - LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 10 FT.	Each	\$8.38	22.14%	\$1.86	\$10.24

FRAMING BOARD & LUMBER 2022 PRICE INCREASE PO 106360 RX 492326

Line	Item	Category	Description	UOM	Current Price	% Increase	Increase Amount	New Price
88	5404456270	54044	PRICE ADJUSTMENT - INCREASE LINE #88 FROM \$13.48 TO \$16.46; AN INCREASE OF \$2.98 - LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 16 FT.	Each	\$13.48	22.14%	\$2.98	\$16.46
89	5404460207	54044	PRICE ADJUSTMENT - INCREASE LINE #89 FROM \$11.67 TO \$14.26; AN INCREASE OF \$2.58 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 14 FT	Each	\$11.67	22.14%	\$2.58	\$14.26
90	5404460214	54044	PRICE ADJUSTMENT - INCREASE LINE #90 FROM \$14.66 TO \$17.90; AN INCREASE OF \$3.24 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 10 FT	Each	\$14.66	22.14%	\$3.24	\$17.90
91	5404460215	54044	PRICE ADJUSTMENT - INCREASE LINE #91 FROM \$18.51 TO \$22.60; AN INCREASE OF \$4.10 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 12 FT	Each	\$18.51	22.14%	\$4.10	\$22.60
92	5404460218	54044	PRICE ADJUSTMENT - INCREASE LINE #92 FROM \$6.15 TO \$7.51; AN INCREASE OF \$1.36 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 8 FT	Each	\$6.15	22.14%	\$1.36	\$7.51
93	5404460219	54044	PRICE ADJUSTMENT - INCREASE LINE #93 FROM \$29.19 TO \$35.65; AN INCREASE OF \$6.46 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 12 FT	Each	\$29.19	22.14%	\$6.46	\$35.65
94	5404210011	54042	PRICE ADJUSTMENT - INCREASE LINE #94 FROM \$20.99 TO \$25.64; AN INCREASE OF \$4.65 - LUMBER, PINE - S4S, #2, 1 X 8 X 16 FT	Each	\$20.99	22.14%	\$4.65	\$25.64
95	5404460200	54044	PRICE ADJUSTMENT - INCREASE LINE #95 FROM \$20.49 TO \$25.03; AN INCREASE OF \$4.54 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 10 FT	Each	\$20.49	22.14%	\$4.54	\$25.03
96	5404460203	54044	PRICE ADJUSTMENT - INCREASE LINE #96 FROM \$32.79 TO \$40.05; AN INCREASE OF \$7.26 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 16 FT	Each	\$32.79	22.14%	\$7.26	\$40.05
97	5404460205	54044	PRICE ADJUSTMENT - INCREASE LINE #97 FROM \$22.98 TO \$28.06; AN INCREASE OF \$5.09 - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 10 FT	Each	\$22.98	22.14%	\$5.09	\$28.06
98	5404460229	54044	PRICE ADJUSTMENT - INCREASE LINE #98 FROM \$27.82 TO \$33.98; AN INCREASE OF \$6.16 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 12 FT	Each	\$27.82	22.14%	\$6.16	\$33.98
99	5404460235	54044	PRICE ADJUSTMENT - INCREASE LINE #99 FROM \$13.10 TO \$16.00; AN INCREASE OF \$2.90 - LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 16 FT	Each	\$13.10	22.14%	\$2.90	\$16.00
100	5404720300	54047	PRICE ADJUSTMENT - INCREASE LINE #100 FROM \$57.75 TO \$70.54; AN INCREASE OF \$12.79 - LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 12 X 12 FT	Each	\$57.75	22.14%	\$12.79	\$70.54
101	5404720020	54047	PRICE ADJUSTMENT - INCREASE LINE #101 FROM \$3.04 TO \$3.72; AN INCREASE OF \$0.67 - LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 2 X 8 FT	Each	\$3.04	22.14%	\$0.67	\$3.72
102	5409010300	54090	PRICE ADJUSTMENT - INCREASE LINE #102 FROM \$5.40 TO \$6.60; AN INCREASE OF \$1.20 - STAKES, CONST. GRADE STRUCTURAL - 2 IN. X 4 IN. X 36 IN. SINGLE POINT	Each	\$5.40	22.14%	\$1.20	\$6.60
103		54098.11	CATALOG C-C-2019 SIMPSON-TIE, WOOD CONSTRUCTION CONNECTORS OR EQUAL, MOST CURRENT PRICE OR LIST WEBSITE (4% Discount)	Discount From	\$0.00	0.00%	\$0.00	\$0.00
104	5401439050	54014	PRICE ADJUSTMENT - INCREASE LINE #104 FROM \$24.03 TO \$29.35; AN INCREASE OF \$5.32 - LUMBER - 4' x 8' x 1/2 ORIENTED STRAND BOARD (OSB) SQUARE EDGE LUMBER	Each	\$24.03	22.14%	\$5.32	\$29.35

Price Adjustment Clause (PPI)

Quoted prices will remain fixed throughout the first twelve (12) calendar months of the Contract term. 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 services 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. Contract pricing adjustments will be calculated as outlined below.

Annual requests for price adjustments will reference the Producer Price Index (PPI) for "Lumber and Wood Products" and Series ID, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov/PDQ/outside.jsp?survey=wp> although this site's url is subject to change. (Select commodity data, then select Group "Lumber and Wood Products" and "Item ", and get data.)

The adjusted Contract price will be determined by performing the following calculation: The original Contract price(s) will be multiplied by the quotient, and then be rounded to two (2) decimal places to calculate the adjusted Contract price(s). The quotient will be calculated by dividing the comparison index value by the average index value of the last twelve (12) months of the Contract period.

The comparison value for the first allowable price increase will be the index value at the time of Contract award. The comparison value for the second allowable price increase will be the index value of the one (1) year anniversary date of the Contract award.

Adjusted price(s) may be higher or lower than the original Contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

All price adjustment calculations will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the adjustment is requested.

If Producer Price Index data are not available for any month of the final twelve (12) full months of the annual Contract period, the PPI data for the most recent twelve (12) full months preceding the anniversary of the Contract will be used in computing the price adjustment.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY J. QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK J. AGUILAR

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

February 21, 2023

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street,
George W. Dunne Cook County Building, Suite 3000
Chicago, IL 60602

Re: Contract No. 2245-02161
Framing Board and Lumber
Department of Facilities Management

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE, and 0% WBE participation goal was recommended due to piggyback and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/ds

cc: Dan Gizzi, OCPO
Danuta Rusin, Department of Facilities Management
Belinda Henderson, Department of Facilities Management

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is to be (zero (0%)).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
69 W Washington St., Floor 30
Chicago, Illinois 60602
(312) 603-5502

Contract No. 2245-02161
Framing Board and Lumber

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2023

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 have ADDITIONAL INSURED provisions or 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 AssuredPartners of Illinois, LLC 4350 Weaver Pkwy Warrenville IL 60555-3925	CONTACT NAME: Certificate Team	
	PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996	
	E-MAIL ADDRESS: certs.apil@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, Ltd	11000
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Root Brothers Manufacturing & Supply Co.
651 Conkey St
Hammond IN 46324-1158

ROOTBRO-01

COVERAGES**CERTIFICATE NUMBER:** 1245702806**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			83SBAAA5986	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UECIU9257	1/2/2023	1/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBAAA5986	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	83WBCID3815	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract#: 2245-02161, Framing Board & Lumber

CERTIFICATE HOLDER

Cook County Government
118 N. Clark St.
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT 5

Board Authorization



Board of Commissioners of Cook County

File Summary

118 North Clark Street
Chicago, IL

File Number	Title	Current Status
23-1202	Contract PROPOSED CONTRACT Department(s): Department of Facilities Management Vendor: Root Brothers Manufacturing & Supply Co. Chicago, Illinois Request: Authorization for the Chief Procurement Officer to enter into and execute Good(s) or Service(s): Framing Board and Lumber Contract Value: \$200,000.00 Contract period: 3/17/2023 - 10/2/2024 with two (2) one (1) year renewal options Potential Fiscal Year Budget Impact: FY 2023 \$149,994.00, FY 2024 \$50,006.00 Accounts: 11100.1200.12355.530188 Contract Number(s): 2245-02161 Concurrences: The contract-specific goal set on this contract was zero. The Chief Procurement Officer concurs. Summary: The Department of Facilities Management requests authorization for the Chief Procurement Officer to enter into and execute a contract with Root Brothers Manufacturing & Supply Co. for Framing Board and Lumber at various Cook County facilities. This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Root Brothers Manufacturing & Supply Co. was previously awarded a contract by the City of Chicago through a competitive bidding process. Cook County wishes to leverage this procurement effort. Introduced: 1/30/2023 Meeting Date: 3/16/2023 Department: Facilities Management (Asset Management) Drafter: Belinda.Henderson@cookcountyil.gov	Approved

Contract No. 2245-02161
Framing Board and
Lumber

EXHIBIT 6

Identification of Subcontractors/Suppliers/Subconsultants

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2245-02161	Date: Jan 10, 2023
Total Bid or Proposal Amount: \$200,000.00	Contract Title: 481708A: Framing Board + Lumber
Contractor: Root Brothers Mfg. & Supply	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Aaron D. Root	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): aroot@rootbrothers.com	Email Address (Subcontractor):
Company Address (Contractor): 10307-25 S. Michigan ave.	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60628	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 773-264-5000 773-264-6365	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates January 16, 2023 thru January 15, 2024 (Contractor):	Estimated Start and Completion Dates (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
to supply framing board & lumber	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Root Brothers Mfg. & Supply

Contractor

Name: Aaron D. Root

Title: President

Signature

Prime Contractor Signature

Date: Jan 10, 2023

Contract No. 2245-02161
Framing Board and Lumber

EXHIBIT 7

Electronic Payables Program ("E-Payables")

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Contract No. 2245-02161
Framing Board and Lumber

Exhibit 8

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☒ No: ☐

- b) If yes, list business addresses within Cook County:

10307-25 S. Michigan Ave
Chicago, IL 60628

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☒ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): * see list below

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES. N/A

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

25-15-101-030-0000
 25-15-108-023-0000
 25-15-108-024-0000
 25-15-101-027-0000
 25-15-102-006-0000
 25-15-101-028-0000
 25-15-102-007-0000
 25-15-101-029-0000
 25-15-102-008-0000

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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.

"Person" "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. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name: Root Brothers MFG + Supply Co.

D/B/A: _____ FEIN # Only: 36-3207806

Street Address: 10307-25 S. Michigan Ave

City: Chicago State: IL Zip Code: 60628

Phone No.: 773-264-5000 Fax Number: 773-264-6365 Email: aroot@rootbrothers.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

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 Person 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
Aaron D. Root	10307-25 S. Michigan Ave	52%
Garrett A. Root	Chicago, IL 60628	16%
Bandal Root		16%
Joan Root		16%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Aaron D. Root	10307-25 S. Michigan Ave	President/Secretary	Lifetime
Garrett A. Root	Chicago, IL 60628	VP/Treasurer	Lifetime

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Aaron D. Root
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

aroot@rootbrothers.com
E-mail address

President
Title

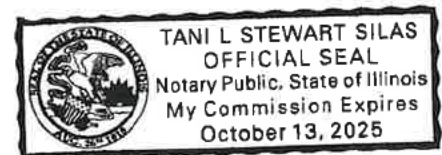
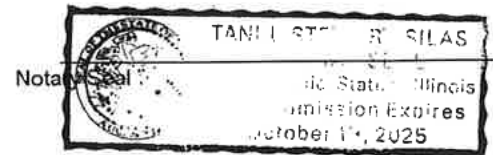
Jan 10, 2023
Date

773-264-5000
Phone Number

Subscribed to and sworn before me
this 10th day of January 2023

x [Signature]
Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

N/A

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- ☐ Parent
- ☐ Child
- ☐ Brother
- ☐ Sister
- ☐ Aunt
- ☐ Uncle
- ☐ Niece
- ☐ Nephew

- ☐ Grandparent
- ☐ Grandchild
- ☐ Father-in-law
- ☐ Mother-in-law
- ☐ Son-in-law
- ☐ Daughter-in-law
- ☐ Brother-in-law
- ☐ Sister-in-law

- ☐ Stepfather
- ☐ Stepmother
- ☐ Stepson
- ☐ Stepdaughter
- ☐ Stepbrother
- ☐ Stepsister
- ☐ Halfbrother
- ☐ Halfsister

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Root BrothersAddress of Person Doing Business with the County: 10307-25 S. Michigan AvePhone number of Person Doing Business with the County: 773-264-5000Email address of Person Doing Business with the County: aroot@rootbrothers.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

N/A

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

2245-02161

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 200,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

DAN GIZZI, Senior Contract Negotiation

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

DONNA BUSIN-Facility Management

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Aaron D. Root

Date

Jan 10, 2023

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2245-02161

County Using Agency (requesting Procurement): Facilities management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Root Brothers

Substantial Owner Complete Name: Aaron D. Root

FEIN# 36-3207806

Date of Birth: [REDACTED] E-mail address: aroot@rootbrothers.com

Street Address: 10307-25 S. Michigan Ave.

City: Chicago State: IL Zip: 60628

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

No Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

No Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

No Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

No Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

No Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or **NO**
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or **NO**
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or **NO**
- No Other factors that the Person or Substantial Owner believe are relevant. YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

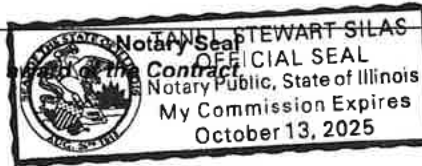
Date: Jan 10, 2023

Name of Person signing (Print): Aaron D. Root Title: President

Subscribed and sworn to before me this 10th day of January, 20 2023

x Toni L. Stewart-Silas
Notary Public Signature

Note: The above information is subject to verification prior to the



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 2245-02161

County Using Agency (requesting Procurement): Facilities Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Root Brothers Mfg & Supply Co.

Substantial Owner Complete Name: Root Brothers Mfg & Supply Co.

FEIN# 36-3207806

Date of Birth: _____

E-mail address: aroot@rootbrothers.com

Street Address: 10307-25 S. Michigan AV.

City: Chicago

State: IL

Zip: 60628

Home Phone: 773 264-5000

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO
No	Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO
No	Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO
No	Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO
No	Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO
No	Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

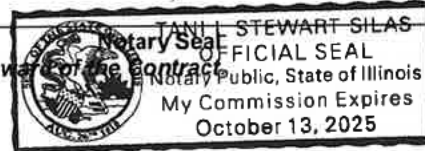
Signature: [Signature] Date: 1/11/23

Name of Person signing (Print): AARON ROOT Title: President

Subscribed and sworn to before me this 11th day of January, 20 23

X [Signature]
Notary Public Signature

Note: The above information is subject to verification prior to the award of the contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Root Brothers MFG & Supply Co.
Corporation's Name

773-264-5000
Telephone

[Signature]
Secretary Signature

Aaron D. Root
President's Printed Name and Signature
aaroot@rootbrothers.com
Email

Jan 10, 2023
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

10th day of January, 2023.

[Signature]
Notary Public Signature

My commission expires:

TANI L STEWART SILAS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 13, 2025

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

<div><div>Raffi Sarrafian</div><div><div>Digitally signed by Raffi Sarrafian</div><div>Date: 2023.04.20 11:57:18 -05'00'</div></div></div> <div>Cook County Chief Procurement Officer</div>	<div></div> <div>Date</div>
---	-----------------------------

APPROVED AS TO FORM:

<div>N/A</div> <div>Assistant State's Attorney (Required on contracts over \$1,000,000)</div>	<div></div> <div>Date</div>
---	-----------------------------

CONTRACT TERM & AMOUNT

<div>2245-02161</div>	
<div>Contract #</div>	
<div>March 17, 2023 through October 2, 2024</div>	<div>With two, one-year renewal options</div>
<div>Original Contract Term</div>	<div>Renewal Options (If Applicable)</div>
<div>\$200,000.00</div>	
<div>Contract Amount</div>	
<div>March 16, 2023</div>	<div>APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS MAR 16 2023</div>
<div>Cook County Board Approval Date (If Applicable)</div>	<div>COM _____</div>

Contract No. 2245-02161
Framing Board and Lumber

ATTACHMENT 1

CITY OF CHICAGO
CONTRACT # 106360

CONTRACT MODIFICATION

This modification ("Modification") is made and entered into effective as of the ____ day of 12/16/2022, 2022, by and between the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Assets, Information, and Services ("Department"), at Chicago, Illinois, and Roots Brothers MFG. and Supply Co. ("Contractor") (together, the "Parties").

WHEREAS, the City and Contractor have heretofore entered into a contract for Framing Board and Lumber dated the 3rd day October 2019 (hereinafter referred to as the "Contract"); and

WHEREAS, the City elects to increase the Line Item prices of the Contract and to incorporate certain terms, conditions, and changes in laws and/or City policies since the date the Contractor was executed; and

WHEREAS, the Chief Procurement Officer has determined, on behalf of the City, with regard to this Modification, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or that the change is germane to the original Contract as signed, or that the change is in the best interest of the City and is authorized by law.

NOW, THEREFORE, the Parties agree as follows:

1. **Per SECTION 4.43 Price Adjustment (PPI)**, prices for Lines 1 through Line 104 are increased as follows, based on the U.S. Department of Labor Bureau of Labor Periodical Price Indices effective October 3, 2022.

Line Number	Description	Current Price	Increase Amount	New Price
1	LUMBER - POPLAR - 1" X 4" X 8' CLEAR S4S	\$ 18.57	\$ 4.11	\$ 22.68
2	LUMBER - POPLAR - 1" X 4" X 12' CLEAR S4S	\$ 27.82	\$ 6.16	\$ 33.98
3	LUMBER - POPLAR - 1" X 8" X 12' CLEAR S4S	\$ 56.51	\$ 12.51	\$ 69.02
4	LUMBER - POPLAR - 1" X 12" X 12' CLEAR S4S	\$ 91.29	\$ 20.21	\$ 111.50
5	LUMBER, TRIM, POPLAR - 1 IN. X 12 IN.	\$ 7.39	\$ 1.64	\$ 9.03
6	LUMBER, OAK, RED, NO. 1 COMMON - 1 IN. X 12 IN.	\$ 10.00	\$ 2.21	\$ 12.21
7	LUMBER, OAK, WHITE - 1 IN. X 12 IN. , CLEAR	\$ 16.02	\$ 3.55	\$ 19.57
8	LUMBER, PONDEROSA PINE, MOULDING - DRIP CAP, 1-1/16 IN. X 2 IN. X 16 FT.	\$ 51.54	\$ 11.41	\$ 62.95
9	LUMBER, DOUGLAS FIR OR YELLOW PINE - STRUCTURAL LIGHT FRAMING, CONSTRUCTION GRADE - 4 IN. X 4 IN. X 12 FT.	\$ 28.69	\$ 6.35	\$ 35.04
10	LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 10 FT.	\$ 10.06	\$ 2.23	\$ 12.29
11	LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 12 FT.	\$ 11.92	\$ 2.64	\$ 14.56
12	LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 16 FT.	\$ 16.15	\$ 3.58	\$ 19.73
13	LUMBER, SPRUCE OR HEM FIR CONSTRUCTION GRADE NO.2 AND BETTER - 2 INCH X 12 INCH X 20 FEET	\$ 56.26	\$ 12.46	\$ 68.72

Line Number	Description	Current Price	Increase Amount	New Price
14	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 8 IN. X 16 FT.	\$ 24.78	\$ 5.49	\$ 30.27
15	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 8 FT.	\$ 5.78	\$ 1.28	\$ 7.06
16	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 10 FT.	\$ 8.26	\$ 1.83	\$ 10.09
17	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 10 FT. MC15, S4S	\$ 31.17	\$ 6.90	\$ 38.07
18	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 12 FT. MC15, S4S	\$ 34.40	\$ 7.62	\$ 42.02
19	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 12 FT. MC15, S4S	\$ 84.71	\$ 18.75	\$ 103.46
20	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 5/4 IN. X 12 IN. X 12 FT. MC15, S4S	\$ 134.14	\$ 29.70	\$ 163.84
21	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 10 FT.	\$ 8.32	\$ 1.84	\$ 10.16
22	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 10 FT.	\$ 10.31	\$ 2.28	\$ 12.59
23	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 12 FT.	\$ 15.53	\$ 3.44	\$ 18.97
24	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 8 FT	\$ 18.94	\$ 4.19	\$ 23.13
25	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 16 FT	\$ 12.73	\$ 2.82	\$ 15.55
26	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 10 FT	\$ 12.79	\$ 2.83	\$ 15.62
27	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 12 FT	\$ 14.53	\$ 3.22	\$ 17.75
28	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 16 FT	\$ 18.63	\$ 4.12	\$ 22.75
29	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 8 FT	\$ 9.94	\$ 2.20	\$ 12.14
30	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 16 FT	\$ 23.91	\$ 5.29	\$ 29.20
31	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 16 FT	\$ 39.87	\$ 8.83	\$ 48.70
32	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 10 FT	\$ 8.14	\$ 1.80	\$ 9.94
33	LUMBER, SPRUCE PINE FIR (SPF) - S4S, # 2, 2 X 4 X 12 FT	\$ 9.75	\$ 2.16	\$ 11.91
34	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 8 FT	\$ 5.71	\$ 1.26	\$ 6.97
35	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 16 FT	\$ 44.34	\$ 9.82	\$ 54.16
36	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 10 FT	\$ 8.07	\$ 1.79	\$ 9.86
37	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 12 FT	\$ 9.81	\$ 2.17	\$ 11.98
38	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 14 FT	\$ 11.61	\$ 2.57	\$ 14.18
39	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 14 FT	\$ 12.61	\$ 2.79	\$ 15.40
40	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 8 IN. X 10 FT	\$ 15.21	\$ 3.37	\$ 18.58
41	LUMBER, YELLOW PINE, SCAFFOLD PLANKING, OSHA STAMPED - 2 IN. X 12 IN. X 16 FT.	\$ 81.35	\$ 18.01	\$ 99.36
42	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 10 IN. X 16 FT	\$ 51.54	\$ 11.41	\$ 62.95

Line Number	Description	Current Price	Increase Amount	New Price
43	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 10 FT	\$ 42.35	\$ 9.38	\$ 51.73
44	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 12 FT	\$ 52.35	\$ 11.59	\$ 63.94
45	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 16 FT	\$ 65.21	\$ 14.44	\$ 79.65
46	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 10 FT	\$ 9.81	\$ 2.17	\$ 11.98
47	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 12 FT	\$ 12.17	\$ 2.69	\$ 14.86
48	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 16 FT	\$ 15.65	\$ 3.46	\$ 19.11
49	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 10 FT	\$ 14.41	\$ 3.19	\$ 17.60
50	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 12 FT	\$ 17.89	\$ 3.96	\$ 21.85
51	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 16 FT	\$ 22.36	\$ 4.95	\$ 27.31
52	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 10 FT	\$ 18.38	\$ 4.07	\$ 22.45
53	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 12 FT	\$ 22.05	\$ 4.88	\$ 26.93
54	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 16 FT	\$ 28.69	\$ 6.35	\$ 35.04
55	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 12 FT	\$ 28.13	\$ 6.23	\$ 34.36
56	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 16 FT	\$ 38.81	\$ 8.59	\$ 47.40
57	LUMBER, PONDEROSA PINE, WOLMANIZED OR PRESSURE TREATED - 2 IN X 10 IN X 10 FT	\$ 21.24	\$ 4.70	\$ 25.94
58	FIRE TREATED LUMBER - 2" X 6" X 16 FEET	\$ 39.12	\$ 8.66	\$ 47.78
59	LUMBER, PINE - .06 CCA TREATED 1 X 4 X 12 FT	\$ 9.07	\$ 2.01	\$ 11.08
60	LUMBER, PINE - .06 CCA TREATED 1 X 4 X 16 FT	\$ 12.73	\$ 2.82	\$ 15.55
61	LUMBER, PINE - .06 CCA TREATED 1 X 6 X 12 FT	\$ 12.85	\$ 2.84	\$ 15.69
62	LUMBER, PINE - .06 CCA TREATED 1 X 6 X 16 FT	\$ 18.63	\$ 4.12	\$ 22.75
63	LUMBER, PINE - .06 CCA TREATED 1 X 8 X 8 FT	\$ 11.61	\$ 2.57	\$ 14.18
64	LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .25 CCA TREATED FLOORING KD, 1 X 4 X 12 FT	\$ 16.39	\$ 3.63	\$ 20.02
65	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 8 FT	\$ 18.13	\$ 4.01	\$ 22.14
66	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 8 FT	\$ 46.27	\$ 10.24	\$ 56.51
67	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 12 FT	\$ 68.44	\$ 15.15	\$ 83.59
68	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 16 FT	\$ 95.39	\$ 21.12	\$ 116.51
69	LUMBER, FIR DOUGLAS, BEAMS AND STRINGERS, STANDARD AND BETTER, - 6 INCH X 6 INCH X 10 FEET # 2 & BETTER	\$ 133.89	\$ 29.64	\$ 163.53

Line Number	Description	Current Price	Increase Amount	New Price
70	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 2 IN. X 10 FT.	\$ 4.60	\$ 1.02	\$ 5.62
71	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 8 FT. MC15, S4S	\$ 16.27	\$ 3.60	\$ 19.87
72	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 10 FT. MC15, S4S	\$ 20.12	\$ 4.45	\$ 24.57
73	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 12 FT. MC15, S4S	\$ 22.23	\$ 4.92	\$ 27.15
74	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 16 FT. MC15, S4S	\$ 123.71	\$ 27.39	\$ 151.10
75	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 12 FT.	\$ 11.92	\$ 2.64	\$ 14.56
76	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 16 FT.	\$ 14.78	\$ 3.27	\$ 18.05
77	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 12 FT.	\$ 13.04	\$ 2.89	\$ 15.93
78	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 16 FT.	\$ 17.39	\$ 3.85	\$ 21.24
79	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 10 FT.	\$ 13.10	\$ 2.90	\$ 16.00
80	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 16 FT.	\$ 21.11	\$ 4.67	\$ 25.78
81	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 10 IN X 16 FT	\$ 33.53	\$ 7.42	\$ 40.95
82	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 4 IN X 16 FT	\$ 13.04	\$ 2.89	\$ 15.93
83	LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 10 FT. - SPF	\$ 2.36	\$ 0.52	\$ 2.88
84	LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 12 FT. - SPF	\$ 2.79	\$ 0.62	\$ 3.41
85	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 10 FT.	\$ 6.02	\$ 1.33	\$ 7.35
86	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 12 FT.	\$ 7.27	\$ 1.61	\$ 8.88
87	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 10 FT.	\$ 8.38	\$ 1.86	\$ 10.24
88	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 16 FT.	\$ 13.48	\$ 2.98	\$ 16.46
89	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 14 FT	\$ 11.67	\$ 2.58	\$ 14.25
90	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 10 FT	\$ 14.66	\$ 3.25	\$ 17.91
91	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 12 FT	\$ 18.51	\$ 4.10	\$ 22.61
92	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 8 FT	\$ 6.15	\$ 1.36	\$ 7.51
93	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 12 FT	\$ 29.19	\$ 6.46	\$ 35.65
94	LUMBER, PINE - S4S, #2, 1 X 8 X 16 FT	\$ 20.99	\$ 4.65	\$ 25.64
95	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 10 FT	\$ 20.49	\$ 4.54	\$ 25.03
96	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 16 FT	\$ 32.79	\$ 7.26	\$ 40.05
97	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 10 FT	\$ 22.98	\$ 5.09	\$ 28.07

Line Number	Description	Current Price	Increase Amount	New Price
98	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 12 FT	\$ 27.82	\$ 6.16	\$ 33.98
99	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 16 FT	\$ 13.10	\$ 2.90	\$ 16.00
100	- LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 12 X 12 FT	\$ 57.75	\$ 12.79	\$ 70.54
101	LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 2 X 8 FT	\$ 3.04	\$ 0.67	\$ 3.71
102	STAKES, CONST. GRADE STRUCTURAL - 2 IN. X 4 IN. X 36 IN. SINGLE POINT	\$ 5.40	\$ 1.20	\$ 6.60
103	CATALOG C-C-2019 SIMPSON-TIE, WOOD CONSTRUCTION CONNECTORS OR EQUAL, MOST CURRENT PRICE OR LIST WEBSITE (4% Discount)	\$ - No Change	\$ - No Change	\$ - No change
104	LUMBER - 4' x 8' x 1/2 ORIENTED STRAND BOARD (OSB) SQUARE EDGE LUMBER	\$ 24.03	\$ 5.32	\$ 29.35

2. Article 2, Standard Terms and Conditions, is amended to add Section 2.7, Business Diversity Program Reporting, as follows:

2.7. Business Diversity Program Reporting.

2.7.1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

2.7.2. Definitions

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

2.7.3. Business Diversity Program Reports

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program, if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor's Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on

expenditures in both 2019 and 2020 should be provided if available.

- For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15.

2.7.4. Applicability

Contractor must submit the reports required by this Section 2.62.3 unless:

- (A) Contractor is a Certified Firm; or
 - (B) The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or
 - (C) All active City contracts awarded to Contractor have an award value less than \$100,000 and the aggregate award value of all contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than \$100,000; or
 - (D) The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.
 - (E) Contractors not required to report may report voluntarily.
3. Execution of this Modification by Contractor is duly authorized by Contractor, and the signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Modification, including each and every representation, certification, and warranty contained herein, or as may be required by the terms and conditions hereof.
 4. The Contractor must execute an online Economic Disclosure Statement (EDS) Certificate of Filing, which is attached to Modification as Exhibit 1 and is incorporated by reference.
 5. The Contractor must provide an Insurance Certificate of Coverage demonstrating that Contractor maintains the insurance coverage and requirements set forth in the Contract, which is attached to Modification as Exhibit 2 and is incorporated by reference.
 6. All other terms and conditions of the Contract, except as herein or previously modified, shall remain unchanged and remain in full force and effect.

Signature Page Follows

Signature Page for Modification

Contract (PO) Number: 106360
Modification Number: 492326
Vendor Name: Roots Brothers MFG and Supply Co.
Fund Chargeable: 022-0100-038-4119-0340-220340 and various

Roots Brothers MFG and Supply Co.

(Contractor)

By: _____

Its: President

Attest: _____

State of: Illinois

County of: Cook

This instrument was acknowledged before me on this 23rd day of Nov, 2022 by

Aaron D. Root as President and
 (name) (title)

Aaron D. Root as Secretary of Root Brothers
 (name) (title) (Contractor name)

Tani L. Stewart Silas (Seal)
 Notary Public Signature

Commission Expires: 10-13-25



CITY OF CHICAGO

DocuSigned by: Tani L. Stewart Silas 12/16/2022
 107E7204FF9B406...
 Mayor Date

DocuSigned by: Reshma Soni 12/15/2022
 634F42FF20E941E...
 Comptroller Date

DocuSigned by: Aileen Velazquez 12/16/2022
 345E338A7197404...
 Chief Procurement Officer Date

DS
 10

EXHIBIT 1

ONLINE ECONOMIC DISCLOSURE STATEMENT (EDS) AND AFFIDAVIT CERTIFICATE OF FILING

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationship Disclosure is:

<https://webapps.cityofchicago.org/EDSWeb>



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 178296

Certificate Printed on: 11/28/2022

Date of This Filing: 11/28/2022 09:30 AM

Original Filing Date: 11/28/2022 09:30 AM

Disclosing Party: Root Brothers Mfg & Supply Company
Title: Vice President - Sales/Secretary

Filed by: Aaron Root

Matter: Framing Board & Lumber
Applicant: Root Brothers Mfg & Supply Company
Specification #: 481708A
Contract #: 106360

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 2
INSURANCE CERTIFICATE OF COVERAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2022

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 have **ADDITIONAL INSURED** provisions or 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 AssuredPartners of Illinois, LLC 4350 Weaver Pkwy Warrenville IL 60555-3925	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: certs.apil@assuredpartners.com
INSURER(S) AFFORDING COVERAGE:	
INSURER A: Sentinel Insurance Company, Ltd	
NAIC # 11000	
INSURED	
ROOTBRO-01 Root Brothers Manufacturing & Supply Co., 10307-25 S. Michigan Ave Chicago IL 60628	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1114066613**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			83SBAAA5986	2/1/2022	2/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UECIU9257	1/2/2022	1/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			83SBAAA5986	2/1/2022	2/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WBCID3815	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

 Spec# 481708A
 Framing Board & Lumber;
CERTIFICATE HOLDER**CANCELLATION**
 City of Chicago- City Hall Dept of Procurement Services
 121 N. LaSalle Street Bid & Bond Room 806
 Chicago IL 60602

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

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**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
12/16/2022	38	106360	481708A	736527	A (EFT XX4865)	10/3/2019	10/2/2024	1

BUYER:

451327 TAHA RASHED 312-744-7002

ORDERED FROM:

ROOT BROS MFG & SUPPLY CO
10307-10325 SOUTH MICHIGAN AVENUE
CHICAGO, IL 60628

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: 481708A: FRAMING BOARD & LUMBER

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	5401439108	LUMBER - POPLAR - 1" X 4" X 8' CLEAR S4S.	Each	22.68
2	5401439109	LUMBER - POPLAR - 1" X 4" X 12' CLEAR S4S.	Each	33.98
3	5401439115	LUMBER - POPLAR - 1" X 8" X 12' CLEAR S4S.	Each	69.02
4	5401439121	LUMBER - POPLAR - 1" X 12" X 12' CLEAR S4S.	Each	111.50
5	5402983320	LUMBER, TRIM, POPLAR - 1 IN. X 12 IN..	Linear Foot	9.03
6	5402359202	LUMBER, OAK, RED, NO. 1 COMMON - 1 IN. X 12 IN..	Linear Foot	12.21
7	5402361032	LUMBER, OAK, WHITE - 1 IN. X 12 IN. , CLEAR.	Linear Foot	19.57
8	5404443200	LUMBER, PONDEROSA PINE, MOULDING - DRIP CAP, 1-1/16 IN. X 2 IN. X 16 FT..	Each	62.95
9	5402008111	LUMBER, DOUGLAS FIR OR YELLOW PINE - STRUCTURAL LIGHT FRAMING, CONSTRUCTION GRADE - 4 IN. X 4 IN. X 12 FT..	Each	35.04
10	5402015135	LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 10 FT..	Each	12.29
11	5402015155	LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 12 FT..	Each	14.56
12	5402015180	LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 16 FT..	Each	19.73
13	5402023205	LUMBER, SPRUCE OR HEM FIR CONSTRUCTION GRADE NO.2 AND BETTER - 2 INCH X 12 INCH X 20 FEET.	Each	68.72
14	5402024380	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 8 IN. X 16 FT..	Each	30.27
15	5402025170	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 8 FT..	Each	7.06
16	5402025180	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 10 FT..	Each	10.09

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

Mark all packages and papers with the purchase number.

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

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

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

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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
12/16/2022	38	106360	481708A	736527	A (EFT XX4865)	10/3/2019	10/2/2024	2

BUYER:

451327 TAHA RASHED 312-744-7002

ORDERED FROM:

ROOT BROS MFG & SUPPLY CO
10307-10325 SOUTH MICHIGAN AVENUE
CHICAGO, IL 60628

M O D I F I C A T I O N S

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PO DESCRIPTION: 481708A: FRAMING BOARD & LUMBER

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
17	5404452150	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 10 FT. MC15, S4S.	Each	38.07
18	5404452160	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 12 FT. MC15, S4S.	Each	42.02
19	5404452290	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 12 FT. MC15, S4S.	Each	103.46
20	5404452525	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 5/4 IN. X 12 IN. X 12 FT. MC15, S4S.	Each	163.84
21	5404454040	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 10 FT..	Each	10.16
22	5404454120	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 10 FT..	Each	12.59
23	5404454210	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 12 FT..	Each	18.97
24	5404460206	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 8 FT.	Each	23.13
25	5404460208	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 16 FT.	Each	15.55
26	5404460209	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 10 FT.	Each	15.62
27	5404460210	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 12 FT.	Each	17.75
28	5404460212	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 16 FT.	Each	22.75
29	5404460213	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 8 FT.	Each	12.14
30	5404460217	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 16 FT.	Each	29.20
31	5404460220	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 16 FT.	Each	48.70
32	5404460221	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 10 FT.	Each	9.94
33	5404460222	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 12 FT.	Each	11.91
34	5404460223	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 8 FT.	Each	6.97
35	5404460231	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 16 FT.	Each	54.16
36	5404460232	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 10 FT.	Each	9.86

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order and associated Receipt(s).
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BLANKET PURCHASE ORDER
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BUYER:

451327 TAHA RASHED 312-744-7002

ORDERED FROM:

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CHICAGO, IL 60628

MODIFICATIONS

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PO DESCRIPTION: 481708A: FRAMING BOARD & LUMBER

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
37	5404460233	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 12 FT.	Each	11.98
38	5404460234	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 14 FT.	Each	14.18
39	5404460237	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 6 IN. X 10 FT.	Each	15.40
40	5404460241	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 8 IN. X 10 FT.	Each	18.58
41	5404731180	LUMBER, YELLOW PINE, SCAFFOLD PLANKING, OSHA STAMPED - 2 IN. X 12 IN. X 16 FT..	Each	99.36
42	5404110011	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 10 IN. X 16 FT.	Each	62.95
43	5404110012	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 10 FT.	Each	51.73
44	5404110013	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 12 FT.	Each	63.94
45	5404110014	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 16 FT.	Each	79.65
46	5404110015	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 10 FT.	Each	11.98
47	5404110016	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 12 FT.	Each	14.86
48	5404110017	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 16 FT.	Each	19.11
49	5404110018	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 10 FT.	Each	17.60
50	5404110019	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 12 FT.	Each	21.85
51	5404110020	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 16 FT.	Each	27.31

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

Mark all packages and papers with the purchase number.

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**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
12/16/2022	38	106360	481708A	736527	A (EFT XX4865)	10/3/2019	10/2/2024	4

BUYER:

451327 TAHA RASHED 312-744-7002

ORDERED FROM:

ROOT BROS MFG & SUPPLY CO
10307-10325 SOUTH MICHIGAN AVENUE
CHICAGO, IL 60628

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: 481708A: FRAMING BOARD & LUMBER

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
52	5404110021	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 10 FT.	Each	22.45
53	5404110022	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 12 FT.	Each	26.93
54	5404110023	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 16 FT.	Each	35.04
55	5404110024	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 12 FT.	Each	34.36
56	5404110025	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 16 FT.	Each	47.40
57	5404155320	LUMBER,PONDEROSA PINE,WOLMANIZED OR PRESSURE TREATED - 2 IN X 10 IN X 10 FT.	Each	25.94
58	5404205021	FIRE TREATED LUMBER - 2" X 6" X 16 FEET.	Each	47.78
59	5404210620	LUMBER, PINE - .06 CCA TREATED 1 X 4 X 12 FT.	Each	11.08
60	5404210640	LUMBER, PINE - .06 CCA TREATED 1 X 4 X 16 FT.	Each	15.55
61	5404210670	LUMBER, PINE - .06 CCA TREATED 1 X 6 X 12 FT.	Each	15.69
62	5404210690	LUMBER, PINE - .06 CCA TREATED 1 X 6 X 16 FT.	Each	22.75
63	5404210700	LUMBER, PINE - .06 CCA TREATED 1 X 8 X 8 FT.	Each	14.18
64	5404720520	LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .25 CCA TREATED FLOORING KD, 1 X 4 X 12 FT.	Each	20.02
65	5404110030	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 8 FT.	Each	22.14
66	5404110032	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 8 FT.	Each	56.51
67	5404110034	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 12 FT.	Each	83.59
68	5404110036	LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 16 FT.	Each	116.51
69	5402007060	LUMBER, FIR DOUGLAS, BEAMS AND STRINGERS, STANDARD AND BETTER, - 6 INCH X 6 INCH X 10 FEET # 2 & BETTER.	Each	163.53

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**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
12/16/2022	38	106360	481708A	736527	A (EFT XX4865)	10/3/2019	10/2/2024	5

BUYER:

451327 TAHA RASHED 312-744-7002

ORDERED FROM:

ROOT BROS MFG & SUPPLY CO
10307-10325 SOUTH MICHIGAN AVENUE
CHICAGO, IL 60628

MODIFICATIONS

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PO DESCRIPTION: 481708A: FRAMING BOARD & LUMBER

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
70	5402025090	LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 2 IN. X 10 FT..	Each	5.62
71	5404452050	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 8 FT. MC15, S4S.	Each	19.87
72	5404452060	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 10 FT. MC15, S4S.	Each	24.57
73	5404452070	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 12 FT. MC15, S4S.	Each	27.15
74	5404452310	LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 16 FT. MC15, S4S.	Each	151.10
75	5404454050	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 12 FT..	Each	14.56
76	5404454070	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 16 FT..	Each	18.05
77	5404454130	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 12 FT..	Each	15.93
78	5404454150	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 16 FT..	Each	21.24
79	5404454200	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 10 FT..	Each	16.00
80	5404454230	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 16 FT..	Each	25.78
81	5404454370	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 10 IN X 16 FT.	Each	40.95
82	5404454340	LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 4 IN X 16 FT.	Each	15.93
83	5404455090	LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 10 FT. - SPF.	Each	2.88
84	5404455100	LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 12 FT. - SPF.	Each	3.41
85	5404456160	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 10 FT..	Each	7.35

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BLANKET PURCHASE ORDER
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12/16/2022	38	106360	481708A	736527	A (EFT XX4865)	10/3/2019	10/2/2024	6

BUYER:

451327 TAHA RASHED 312-744-7002

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PO DESCRIPTION: 481708A: FRAMING BOARD & LUMBER

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
86	5404456170	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 12 FT..	Each	8.88
87	5404456240	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 10 FT..	Each	10.24
88	5404456270	LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 16 FT..	Each	16.46
89	5404460207	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 14 FT.	Each	14.25
90	5404460214	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 10 FT.	Each	17.91
91	5404460215	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 12 FT.	Each	22.61
92	5404460218	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 8 FT.	Each	7.51
93	5404460219	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 12 FT.	Each	35.65
94	5404210011	LUMBER, PINE - S4S, #2, 1 X 8 X 16 FT.	Each	25.64
95	5404460200	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 10 FT.	Each	25.03
96	5404460203	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 16 FT.	Each	40.05
97	5404460205	LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 10 FT.	Each	28.07
98	5404460229	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 12 FT.	Each	33.98
99	5404460235	LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 16 FT.	Each	16.00
100	5404720300	LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 12 X 12 FT.	Each	70.54
101	5404720020	LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 2 X 8 FT.	Each	3.71
102	5409010300	STAKES, CONST. GRADE STRUCTURAL - 2 IN. X 4 IN. X 36 IN. SINGLE POINT.	Each	6.60
103	54098.11	CATALOG C-C-2019 SIMPSON-TIE, WOOD CONSTRUCTION CONNECTORS OR EQUAL, MOST CURRENT PRICE OR LIST WEBSITE (4% Discount).	Discount From List	0.00
104	5401439050	LUMBER - 4' x 8' x 1/2 ORIENTED STRAND BOARD (OSB) SQUARE EDGE LUMBER.	Each	29.35

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Contract Summary Sheet

Contract (PO) Number: 106360

Specification Number: 481708A

Name of Contractor: ROOT BROS MFG & SUPPLY

City Department: DEPARTMENT OF FLEET & FACILITY MANAGEMENT

Title of Contract: 481708A: FRAMING BOARD & LUMBER

Term of Contract: **Start Date:** 10/3/2019

End Date: 10/2/2024

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$ 6,584,747.85

Brief Description of Work: 481708A: FRAMING BOARD & LUMBER

Procurement Services Contract Area: COMMODITIES

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

Vendor Number: 736527

Submission Date: 10/7/2019



Commodities Solicitation #6419,3 (BID)

Supplier Name: ROOT BROS MFG & SUPPLY CO Response# 228107

481708A: FRAMING BOARD & LUMBER

Specification Number: 481708A

Required for use by: DEPT OF FLEET & FACILITY MANAGEMENT

Bid/Proposal Submittal Date and Time: 11:00 AM Central Time, 20-MAY-2019

Deadline for Questions: 04:00 PM Central Time, 05-MAR-2019

Buyer: VAZQUEZ, ELSIE

Email Address: Elsie.Vazquez@cityofchicago.org

Phone Number: 3127443045

Pre-Solicitation Conference Date and Time: 12:00 PM Central Time, 27-FEB-2019

Pre-Solicitation Conference Location: City Hall, 121 N. LaSalle, Bid & Bond Room 103

Site Visit Date & Time: N/A

Site Visit Location: N/A

Response Status **Active**

Your response has been submitted to:

<http://www.cityofchicago.org/eProcurement>
iSupplier vendor portal registration is required.
Allow 3 business days to complete registration.

LORI E. LIGHTFOOT
MAYOR

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

Specification Number: 481708A

Type of Funding: CITY

Title: 481708A: FRAMING BOARD & LUMBER

Table of Contents

1 Header Information.....	7
1.1 General Information.....	7
1.2 Terms.....	7
1.3 Requirements.....	7
1.4 Attachments.....	12
1.4.1 Buyer Attachments.....	12
1.4.2 Supplier Attachments.....	13
1.5 Response Rules.....	13
2 Price Schedule.....	14
2.1 Line Information.....	14
2.2 Line Details.....	25
2.2.1 Line 1.1.....	25
2.2.2 Line 1.2.....	25
2.2.3 Line 1.3.....	26
2.2.4 Line 1.4.....	26
2.2.5 Line 1.5.....	26
2.2.6 Line 1.6.....	26
2.2.7 Line 1.7.....	27
2.2.8 Line 1.8.....	27
2.2.9 Line 1.9.....	27
2.2.10 Line 1.10.....	27
2.2.11 Line 1.11.....	28
2.2.12 Line 1.12.....	28
2.2.13 Line 1.13.....	28
2.2.14 Line 1.14.....	28
2.2.15 Line 1.15.....	29
2.2.16 Line 1.16.....	29
2.2.17 Line 1.17.....	29
2.2.18 Line 1.18.....	29
2.2.19 Line 1.19.....	30

2.2.20 Line 1.20.....	30
2.2.21 Line 1.21.....	30
2.2.22 Line 1.22.....	30
2.2.23 Line 1.23.....	31
2.2.24 Line 1.24.....	31
2.2.25 Line 1.25.....	31
2.2.26 Line 1.26.....	31
2.2.27 Line 1.27.....	32
2.2.28 Line 1.28.....	32
2.2.29 Line 1.29.....	32
2.2.30 Line 1.30.....	32
2.2.31 Line 1.31.....	33
2.2.32 Line 1.32.....	33
2.2.33 Line 1.33.....	33
2.2.34 Line 1.34.....	33
2.2.35 Line 1.35.....	34
2.2.36 Line 1.36.....	34
2.2.37 Line 1.37.....	34
2.2.38 Line 1.38.....	34
2.2.39 Line 1.39.....	35
2.2.40 Line 1.40.....	35
2.2.41 Line 1.41.....	35
2.2.42 Line 1.42.....	35
2.2.43 Line 1.43.....	36
2.2.44 Line 1.44.....	36
2.2.45 Line 1.45.....	36
2.2.46 Line 1.46.....	36
2.2.47 Line 1.47.....	37
2.2.48 Line 1.48.....	37
2.2.49 Line 1.49.....	37
2.2.50 Line 1.50.....	37

2.2.51 Line 1.51.....	38
2.2.52 Line 1.52.....	38
2.2.53 Line 1.53.....	38
2.2.54 Line 1.54.....	38
2.2.55 Line 1.55.....	39
2.2.56 Line 1.56.....	39
2.2.57 Line 1.57.....	39
2.2.58 Line 1.58.....	39
2.2.59 Line 1.59.....	40
2.2.60 Line 1.60.....	40
2.2.61 Line 1.61.....	40
2.2.62 Line 1.62.....	40
2.2.63 Line 1.63.....	41
2.2.64 Line 1.64.....	41
2.2.65 Line 1.65.....	41
2.2.66 Line 1.66.....	41
2.2.67 Line 1.67.....	42
2.2.68 Line 1.68.....	42
2.2.69 Line 1.69.....	42
2.2.70 Line 1.70.....	42
2.2.71 Line 1.71.....	43
2.2.72 Line 1.72.....	43
2.2.73 Line 1.73.....	43
2.2.74 Line 1.74.....	43
2.2.75 Line 1.75.....	44
2.2.76 Line 1.76.....	44
2.2.77 Line 1.77.....	44
2.2.78 Line 1.78.....	44
2.2.79 Line 1.79.....	45
2.2.80 Line 1.80.....	45
2.2.81 Line 1.81.....	45

2.2.82 Line 1.82.....	45
2.2.83 Line 1.83.....	46
2.2.84 Line 1.84.....	46
2.2.85 Line 1.85.....	46
2.2.86 Line 1.86.....	46
2.2.87 Line 1.87.....	47
2.2.88 Line 1.88.....	47
2.2.89 Line 1.89.....	47
2.2.90 Line 1.90.....	47
2.2.91 Line 1.91.....	48
2.2.92 Line 1.92.....	48
2.2.93 Line 1.93.....	48
2.2.94 Line 1.94.....	48
2.2.95 Line 1.95.....	49
2.2.96 Line 1.96.....	49
2.2.97 Line 1.97.....	49
2.2.98 Line 1.98.....	49
2.2.99 Line 1.99.....	50
2.2.100 Line 1.100.....	50
2.2.101 Line 1.101.....	50
2.2.102 Line 1.102.....	50
2.2.103 Line 1.103.....	51
2.2.104 Line 2.1.....	51
2.2.105 Line 2.2.....	51
2.2.106 Line 2.3.....	51
2.2.107 Line 2.4.....	52
2.2.108 Line 2.5.....	52
2.2.109 Line 2.6.....	52
2.2.110 Line 2.7.....	52
2.2.111 Line 2.8.....	52
2.2.112 Line 2.9.....	53

2.2.113 Line 2.10.....	53
2.2.114 Line 2.11.....	53
2.2.115 Line 2.12.....	53

1 Header Information**1.1 General Information**

Title	481708A: FRAMING BOARD & LUMBER		
Description	481708A: FRAMING BOARD & LUMBER		
Amendment Date	24-APR-2019 10:09:18		
Amendment	ADDENDUM-3		
Description			
Preview Date	22-FEB-2019 14:08:00	Open Date	22-FEB-2019 14:08:00
Close Date	11:00 AM Central Time, 20-MAY-2019	Award Date	Not Specified
Time Zone	Central Time	Buyer	VAZQUEZ, ELSIE
Quote Style	Sealed	Email	Elsie.Vazquez@cityofchicago.org
Event	Commodities	Outcome	Blanket Purchase Agreement

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	038-4140 CONT MAN 50 W WASHINGTON Chicago, IL 60601 United States	Bill-To Address	038-4140 CONT MAN 50 W WASHINGTON Chicago, IL 60601 United States
Payment Terms	IMMEDIATE	Carrier	
FOB	CITY OF CHICAGO	Freight Terms	Paid
Response Valid Until		Reference Number	
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

KEY SOLICITATION PARAMETERS
CITY BUSINESS PREFERENCE: YES
Type No Response Required
LOCAL MANUFACTURE PREFERENCE: YES
Type No Response Required
ALTERNATIVE FUEL VEHICLE PREFERENCE: YES
Type No Response Required
CONTRACT SPECIFIC GOALS: NO STATED GOALS
Type No Response Required
FUNDING SOURCE: CITY
Type No Response Required
FUND NUMBER: 18 - 100 - 38 - 4119 - 0340 - 0340 + VARIOUS
Type No Response Required
DPS UNIT: COMMODITIES
Type No Response Required
CONTRACT TERM: SIXTY (60) MONTHS

Specification Number: 481708A

Type of Funding: CITY

Title: 481708A: FRAMING BOARD & LUMBER

KEY SOLICITATION PARAMETERS
Type No Response Required
PRE-BID/PRE-PROPOSAL CONFERENCE: STRONGLY SUGGESTED
.....
Type No Response Required
BIDDER QUESTIONS
Any deviations from or exceptions to any provisions or requirements of the bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted here or in an attachment, with the exact nature of the change outlined in sufficient detail, and as provided in the contract terms and conditions "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection of its bid.
.....
Type Optional
.....
Your response value:
Enter the EDS number from your EDS Certificate and attach the certificate.
.....
Value Type Numeric Value only
.....
Your response value:
141,074
COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
This is a checklist of all supporting documents that must be attached to your bid response. Attach all documents specified below. After attaching, click "YES" to indicate that the attachment was completed.
.....
Type No Response Required
- Proposal Page completed, signed and notarized - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
YES
- Proposal To Be Completed By a Corporation - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
YES
- Proposal To Be Completed By a Partnership - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
NO
- Proposal To Be Completed By a Joint Venture - (ALL)
.....

Specification Number: 481708A

Page 8

Type of Funding: CITY

Title: 481708A: FRAMING BOARD & LUMBER

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
Acceptable Values YES NO <i>Your response value:</i> NO
- Proposal To Be Completed By a Sole Proprietor - (ALL) Acceptable Values YES NO <i>Your response value:</i> NO
- Bid Execution Page - (ALL) Acceptable Values YES NO <i>Your response value:</i> YES
- Request for a reduction or waiver of MBE/WBE goals - (ALL) Acceptable Values YES NO <i>Your response value:</i> NO
- Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS) - (ALL) Acceptable Values YES NO <i>Your response value:</i> YES
- Certificate of Insurance Acceptable Values YES NO <i>Your response value:</i> YES
Bid incentive/preference affidavit(s) Type No Response Required
- Local Manufacture Affidavit - (ALL) Acceptable Values

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
YES NO <i>Your response value:</i> NO
- Chicago Business Affidavit - (ALL)
Acceptable Values YES NO <i>Your response value:</i> YES
- Small Business/Veterans Preference Joint Venture - (ALL)
Acceptable Values YES NO <i>Your response value:</i> YES
- Alternatively Powered Vehicles affidavit - (ALL)
Acceptable Values YES NO <i>Your response value:</i> NO
- Manuals, Certificates, Applications(if required)
Acceptable Values YES NO <i>Your response value:</i> YES
- Bidder Contact Information - (ALL)
Acceptable Values YES NO <i>Your response value:</i> YES
- Bidder qualifications and/or certifications, permits, licenses, vehicle stickers, etc. (if required)
Acceptable Values YES NO <i>Your response value:</i>

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
YES
M/WBE DOCUMENTS
.....
Type No Response Required
- Schedule B - MBE/WBE Affidavit of Joint Venture - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
NO
- Schedule C-1 - -- MBE/WBE Letter of Intent To Perform As a Subcontractor or Supplier - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
NO
-Schedule D-1 - Compliance Plan Regarding MBE and WBE Utilization - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
NO
- Request for Full or Partial Waiver - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
NO
- Letters of Certification for all M/WBE's - (ALL)
.....
Acceptable Values
YES
NO
.....
Your response value:
NO
TARGET MARKET MBE/WBE COMPLIANCE PLAN
.....
Type No Response Required
- Current Letter of Certification from the City of Chicago or Cook County for Bidder and any other MBE/WBE participant(s)
.....
Acceptable Values
YES

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
NO Your response value: NO
- Schedule B-2 - (Joint Venture) Acceptable Values YES NO Your response value: NO
- Schedule C-2 Acceptable Values YES NO Your response value: NO
- Schedule D-2 Acceptable Values YES NO Your response value: NO

1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
Attachment 00: DPS Vendor Letter	File	Attachment 00: DPS Vendor Letter
Attachment 01: Bid Execution Pages	File	Attachment 01: Bid Execution Pages
Attachment 02: Scope of Work Detailed Specification	File	Attachment 02: Scope of Work Detailed Specification rvsd 110218
Attachment 03: MBEWBE Special Conditions	File	Attachment 03: MBEWBE Special Conditions
Attachment 04: City Based Business Affidavit (Rev)	File	Attachment 04: City Based Business Affidavit (Rev)
Attachment 05: Economic Disclosure Statement and Affidavit (EDS)	File	Attachment 05: Economic Disclosure Statement and Affidavit (EDS)
Attachment 06: Alternative Powered Vehicle Affidavit	File	Attachment 06: Alternative Powered Vehicle Affidavit
Attachment 07: Bidder Contact Information	File	Attachment 07: Bidder Contact Information
Attachment 08: Mentoring Program Bid Preference Affidavit	File	Attachment 08: Mentoring Program Bid Preference Affidavit

Name	Data Type	Description
Attachment 09: NSG Bid Incentive	File	Attachment 09: NSG Bid Incentive to Encourage MBE WBE Utilization for NSG Contracts
Attachment 10: Bidders Commitment to Provide Locally Manufactured Goods Affidavit	File	Attachment 10: Bidders Commitment to Provide Locally Manufactured Goods Affidavit
Attachment 11: Sexual Harassment Policy Affidavit	File	Attachment 11: Sexual Harassment Policy Affidavit
Attachment 12: Veteran-Owned Small Local Businesses and Eligible Joint Ventures	File	Attachment 12: Veteran-Owned Small Local Businesses and Eligible Joint Ventures Affidavit
Attachment 13: (BEPD) Bidder's Commitment to Utilize Business Enterprises Owned	File	Attachment 13: (BEPD) Bidder's Commitment to Utilize Business Enterprises Owned by People with Disabilities Affidavit

1.4.2 Supplier Attachments

Name	Data Type	Description
CHICAGO BASED BUSINESS AFFIDAVIT	Web Page	
CORPORATION EXECUTION	Web Page	
ECONOMIC DISCLOSURE STATEMENT	Web Page	
EDS	Web Page	
INCENTIVES TAKEN	Web Page	INCENTIVES TAKEN
INSURANCE CERTIFICATE	Web Page	
LINE NOTES	Web Page	ADDITIONAL INFORMATION ON THE LINES THAT ARE NEEDED TO KNOW.
MFG INFO & LETTERS	Web Page	
SEXUAL HARASSMENT POLICY	Web Page	
VETERAN OWNED BUSINESS AFFIDAVIT	Web Page	

1.5 Response Rules

- ☐ Solicitation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☐ Suppliers are allowed to respond to selected lines
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Buyer may close the solicitation before the Close Date
- ☐ Buyer may manually extend the solicitation while it is open

2 Price Schedule**2.1 Line Information**

Display Rank As **No indicator displayed**
 Ranking **Price Only**
 Cost Factors **None**
 Response Total (USD) ~~6,584,747.86~~ **\$ 6,584,747.85**

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
1 GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING				No Response	
1.1 LUMBER - POPLAR - 1" X 4" X 8' CLEAR S4S	5401439 108	1,000	Each	14.95	14,950.00
1.2 LUMBER - POPLAR - 1" X 4" X 12' CLEAR S4S	5401439 109	875	Each	22.4	19,600.00
1.3 LUMBER - POPLAR - 1" X 8" X 12' CLEAR S4S	5401439 115	975	Each	45.5	44,362.50
1.4 LUMBER - POPLAR - 1" X 12" X 12' CLEAR S4S	5401439 121	1,375	Each	73.5	101,062.50
1.5 LUMBER, TRIM, POPLAR - 1 IN. X 12 IN.	5402983 320	19,180	Linear Foot	5.95	114,121.00
1.6 LUMBER, OAK, RED, NO. 1 COMMON - 1 IN. X 12 IN.	5402359 202	13,700	Linear Foot	8.05	110,285.00
1.7 LUMBER, OAK, WHITE - 1 IN. X 12 IN. , CLEAR	5402361 032	11,315	Linear Foot	12.9	145,963.50
1.8 LUMBER, PONDEROSA PINE, MOULDING - DRIP CAP, 1-1/16 IN. X 2 IN. X 16 FT.	5404443 200	100	Each	41.5	4,150.00
1.9 LUMBER, DOUGLAS FIR OR YELLOW PINE - STRUCTURAL LIGHT FRAMING, CONSTRUCTION GRADE - 4 IN. X 4 IN. X 12 FT.	5402008 111	1,727	Each	23.1	39,893.70
1.10 LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 10 FT.	5402015 135	5,552	Each	8.1	44,971.20
1.11 LUMBER, FIR DOUGLAS, CONST.	5402015 155	12,911	Each	9.6	123,945.60

Specification Number: 481708A

Type of Funding: CITY

Title: 481708A: FRAMING BOARD & LUMBER

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 12 FT.					
1.12 LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 16 FT.	5402015 180	13,385	Each	13	174,005.00
1.13 LUMBER, SPRUCE OR HEM FIR CONSTRUCTION GRADE NO.2 AND BETTER - 2 INCH X 12 INCH X 20 FEET	5402023 205	118	Each	45.3	5,345.40
1.14 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 8 IN. X 16 FT.	5402024 380	21,056	Each	19.95	420,067.20
1.15 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 8 FT.	5402025 170	2,518	Each	4.65	11,708.70
1.16 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 10 FT.	5402025 180	1,400	Each	6.65	9,310.00
1.17 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 10 FT. MC15, S4S	5404452 150	450	Each	25.1	11,295.00
1.18 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 12 FT. MC15, S4S	5404452 160	1,510	Each	27.7	41,827.00
1.19 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 12 FT. MC15, S4S	5404452 290	1,610	Each	68.2	109,802.00
1.20 LUMBER, PINE,	5404452	905	Each	108	97,740.00

Specification Number: 481708A

Type of Funding: CITY

Title: 481708A: FRAMING BOARD & LUMBER

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
WHITE, C AND BETTER STANDARD, KILN DRIED - 5/4 IN. X 12 IN. X 12 FT. MC15, S4S	525				
1.21 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 10 FT.	5404454 040	1,993	Each	6.7	13,353.10
1.22 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 10 FT.	5404454 120	15,785	Each	8.3	131,015.50
1.23 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 12 FT.	5404454 210	1,535	Each	12.5	19,187.50
1.24 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 8 FT	5404460 206	2,135	Each	15.25	32,558.75
1.25 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 16 FT	5404460 208	36,890	Each	10.25	378,122.50
1.26 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 10 FT	5404460 209	575	Each	10.3	5,922.50
1.27 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 12 FT	5404460 210	1,337	Each	11.7	15,642.90
1.28 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 16 FT	5404460 212	25,235	Each	15	378,525.00
1.29 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 8 FT	5404460 213	2,415	Each	8	19,320.00
1.30 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 16 FT	5404460 217	16,850	Each	19.25	324,362.50
1.31 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 16 FT	5404460 220	4,530	Each	32.1	145,413.00
1.32 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 10 FT	5404460 221	1,941	Each	6.55	12,713.55

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
1.33 LUMBER, SPRUCE PINE FIR (SPF) - S4S, # 2, 2 X 4 X 12 FT	5404460 222	6,882	Each	7.85	54,023.70
1.34 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 8 FT	5404460 223	4,037	Each	4.6	18,570.20
1.35 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 16 FT	5404460 231	5,305	Each	35.7	189,388.50
1.36 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 10 FT	5404460 232	6,350	Each	6.5	41,275.00
1.37 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 12 FT	5404460 233	5,437	Each	7.9	42,952.30
1.38 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 14 FT	5404460 234	3,425	Each	9.35	32,023.75
1.39 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 6 IN. X 10 FT	5404460 237	2,910	Each	10.15	29,536.50
1.40 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 8 IN. X 10 FT	5404460 241	2,475	Each	12.25	30,318.75
1.41 LUMBER, YELLOW PINE, SCAFFOLD PLANKING, OSHA STAMPED - 2 IN. X 12 IN. X 16 FT.	5404731 180	6,435	Each	65.5	421,492.50
1.42 LUMBER,	5404110	2,806	Each	41.5	116,449.00

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 10 IN. X 16 FT	011				
1.43 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 10 FT	5404110 012	1,070	Each	34.1	36,487.00
1.44 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 12 FT	5404110 013	1,315	Each	42.15	55,427.25
1.45 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 16 FT	5404110 014	9,935	Each	52.5	521,587.50
1.46 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 10 FT	5404110 015	3,495	Each	7.9	27,610.50
1.47 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 12 FT	5404110 016	4,090	Each	9.8	40,082.00
1.48 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 16 FT	5404110 017	12,064	Each	12.6	152,006.40
1.49 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 10 FT	5404110 018	1,325	Each	11.6	15,370.00
1.50 LUMBER, SOUTHERN	5404110 019	2,457	Each	14.4	35,380.80

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 12 FT					
1.51 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 16 FT	5404110 020	7,149	Each	18	128,682.00
1.52 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 10 FT	5404110 021	2,045	Each	14.8	30,266.00
1.53 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 12 FT	5404110 022	6,926	Each	17.75	122,936.50
1.54 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 16 FT	5404110 023	6,995	Each	23.1	161,584.50
1.55 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 12 FT	5404110 024	2,376	Each	22.65	53,816.40
1.56 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 16 FT	5404110 025	6,900	Each	31.25	215,625.00
1.57 LUMBER,PONDERO SA PINE,WOLMANIZED OR PRESSURE TREATED - 2 IN X 10 IN X 10 FT	5404155 320	1,458	Each	17.1	24,931.80
1.58 FIRE TREATED	5404205	3,525	Each	31.5	111,037.50

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
LUMBER - 2" X 6" X 16 FEET	021				
1.59 LUMBER, PINE - .06 CCA TREATED 1 X 4 X 12 FT	5404210 620	1,100	Each	7.3	8,030.00
1.60 LUMBER, PINE - .06 CCA TREATED 1 X 4 X 16 FT	5404210 640	2,010	Each	10.25	20,602.50
1.61 LUMBER, PINE - .06 CCA TREATED 1 X 6 X 12 FT	5404210 670	650	Each	10.35	6,727.50
1.62 LUMBER, PINE - .06 CCA TREATED 1 X 6 X 16 FT	5404210 690	725	Each	15	10,875.00
1.63 LUMBER, PINE - .06 CCA TREATED 1 X 8 X 8 FT	5404210 700	1,038	Each	9.35	9,705.30
1.64 LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .25 CCA TREATED FLOORING KD, 1 X 4 X 12 FT	5404720 520	2,050	Each	13.2	27,060.00
1.65 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 8 FT	5404110 030	3,000	Each	14.6	43,800.00
1.66 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 8 FT	5404110 032	2,000	Each	37.25	74,500.00
1.67 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 12 FT	5404110 034	2,000	Each	55.1	110,200.00
1.68 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 16 FT	5404110 036	2,000	Each	76.8	153,600.00
1.69 LUMBER, FIR DOUGLAS, BEAMS	5402007 060	205	Each	107.8	22,099.00

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
AND STRINGERS, STANDARD AND BETTER, - 6 INCH X 6 INCH X 10 FEET # 2 & BETTER					
1.70 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 2 IN. X 10 FT.	5402025 090	1,500	Each	3.7	5,550.00
1.71 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 8 FT. MC15, S4S	5404452 050	50	Each	13.1	655.00
1.72 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 10 FT. MC15, S4S	5404452 060	50	Each	16.2	810.00
1.73 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 12 FT. MC15, S4S	5404452 070	500	Each	17.9	8,950.00
1.74 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 16 FT. MC15, S4S	5404452 310	40	Each	99.6	3,984.00
1.75 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 12 FT.	5404454 050	700	Each	9.6	6,720.00
1.76 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 16 FT.	5404454 070	1,525	Each	11.9	18,147.50
1.77 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 12 FT.	5404454 130	50	Each	10.5	525.00
1.78 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 16 FT.	5404454 150	25	Each	14	350.00

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
1.79 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 10 FT.	5404454 200	100	Each	10.55	1,055.00
1.80 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 16 FT.	5404454 230	25	Each	17	425.00
1.81 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 10 IN X 16 FT	5404454 370	50	Each	27	1,350.00
1.82 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 4 IN X 16 FT	5404454 340	50	Each	10.5	525.00
1.83 LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 10 FT. - SPF	5404455 090	200	Each	1.9	380.00
1.84 LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 12 FT. - SPF	5404455 100	12,500	Each	2.25	28,125.00
1.85 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 10 FT.	5404456 160	100	Each	4.85	485.00
1.86 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 12 FT.	5404456 170	147	Each	5.85	859.95
1.87 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 10 FT.	5404456 240	100	Each	6.75	675.00
1.88 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 16 FT.	5404456 270	100	Each	10.85	1,085.00
1.89 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 14 FT	5404460 207	100	Each	9.4	940.00
1.90 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8	5404460 214	11,819	Each	11.8	139,464.20

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
X 10 FT					
1.91 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 12 FT	5404460 215	344	Each	14.9	5,125.60
1.92 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 8 FT	5404460 218	75	Each	4.95	371.25
1.93 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 12 FT	5404460 219	200	Each	23.5	4,700.00
1.94 LUMBER, PINE - S4S, #2, 1 X 8 X 16 FT	5404210 011	50	Each	16.9	845.00
1.95 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 10 FT	5404460 200	600	Each	16.5	9,900.00
1.96 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 16 FT	5404460 203	384	Each	26.4	10,137.60
1.97 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 10 FT	5404460 205	80	Each	18.5	1,480.00
1.98 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 12 FT	5404460 229	50	Each	22.4	1,120.00
1.99 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 16 FT	5404460 235	50	Each	10.55	527.50
1.100 LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 12 X 12 FT	5404720 300	50	Each	46.5	2,325.00
1.101 LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 2 X 8 FT	5404720 020	150	Each	2.45	367.50
1.102 STAKES, CONST. GRADE STRUCTURAL - 2 IN. X 4 IN. X 36 IN. SINGLE POINT	5409010 300	1,900	Each	4.35	8,265.00
1.103 CATALOG		2,000	Discount	0.96	1,920.00

Specification Number: 481708A

Type of Funding: CITY

Title: 481708A: FRAMING BOARD & LUMBER

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
C-C-2019 SIMPSON-TIE, WOOD CONSTRUCTION CONNECTORS OR EQUAL, MOST CURRENT PRICE OR LIST WEBSITE			From List		
2 GROUP B - FSC CERTIFIED LUMBER				No Response	
2.1 POPLAR LUMBER - 3/4 x 12" S4S FSC CERTIFIED	5402910 015	7,000	Linear Foot	0.0000001	0.00
2.2 POPLAR LUMBER - 4/4 x 12" S4S FSC CERTIFIED	5402910 025	6,000	Linear Foot	0.00000001	0.00
2.3 POPLAR LUMBER - 6/4 x 12" S4S FSC CERTIFIED	5402910 035	3,500	Linear Foot	0.000001	0.00
2.4 LUMBER, TRIM, POPLAR - 1 IN. X 12 IN. FSC CERTIFIED	5402983 300	1,500	Linear Foot	0.000000001	0.00
2.5 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 16 FT, FSC CERTIFIED	5402075 102	2,175	Each	0.000000001	0.00
2.6 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 16 FT, FSC CERTIFIED	5402075 103	1,500	Each	0.000000001	0.00
2.7 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, STANDARD & BETTER 2 X 4 X 10 FT, FSC CERTIFIED	5402075 105	300	Each	0.0000000001	0.00
2.8 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, STANDARD & BETTER 2 X 4 X 8 FT, FSC CERTIFIED	5402075 107	100	Each	0.0000000001	0.00
2.9 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE	5404720 200	625	Each	0.000001	0.00

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
TREATED - 2" X 10" X 16', FSC CERTIFIED					
2.10 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE TREATED - 2" X 4" X 12', FSC CERTIFIED	5404720 205	100	Each	0.000001	0.00
2.11 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE TREATED - 2" X 6" X 12', FSC CERTIFIED	5404720 210	100	Each	0.000001	0.00
2.12 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE TREATED - 2" X 6" X 16', FSC CERTIFIED	5404720 215	600	Each	0.0000000001	0.00

2.2 Line Details

2.2.1 Line 1.1 LUMBER - POPLAR - 1" X 4" X 8' CLEAR S4S

Group **GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING**

Category **54014..**

Start Price (USD) **Not Specified**

Shopping Category **Not Specified**

Target Price (USD) **Not Specified**

Minimum Release **Not Specified**

Amount (USD)

Estimated Total **Not Specified**

Amount (USD)

2.2.2 Line 1.2 LUMBER - POPLAR - 1" X 4" X 12' CLEAR S4S

Group **GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING**

Category **54014..**

Start Price (USD) **Not Specified**

Shopping Category **Not Specified**

Target Price (USD) **Not Specified**

Minimum Release **Not Specified**

Amount (USD)

Estimated Total **Not Specified**

Amount (USD)

2.2.3 Line 1.3 LUMBER - POPLAR - 1" X 8" X 12' CLEAR S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54014..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.4 Line 1.4 LUMBER - POPLAR - 1" X 12" X 12' CLEAR S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54014..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.5 Line 1.5 LUMBER, TRIM, POPLAR - 1 IN. X 12 IN.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54029..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.6 Line 1.6 LUMBER, OAK, RED, NO. 1 COMMON - 1 IN. X 12 IN.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54023..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.7 Line 1.7 LUMBER, OAK, WHITE - 1 IN. X 12 IN. , CLEAR

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54023..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.8 Line 1.8 LUMBER, PONDEROSA PINE, MOULDING - DRIP CAP, 1-1/16 IN. X 2 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54044..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.9 Line 1.9 LUMBER, DOUGLAS FIR OR YELLOW PINE - STRUCTURAL LIGHT FRAMING, CONSTRUCTION GRADE - 4 IN. X 4 IN. X 12 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54020..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.10 Line 1.10 LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54020..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.11 Line 1.11 LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 12 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.12 Line 1.12 LUMBER, FIR DOUGLAS, CONST. GRADE, BOARDS AND SHEATHING S4S - 2 IN. X 4 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.13 Line 1.13 LUMBER, SPRUCE OR HEM FIR CONSTRUCTION GRADE NO.2 AND BETTER - 2 INCH X 12 INCH X 20 FEET

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.14 Line 1.14 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 8 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.15 Line 1.15 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 8 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54020..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.16 Line 1.16 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 4 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54020..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.17 Line 1.17 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 10 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54044..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.18 Line 1.18 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 6 IN. X 12 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54044..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.19 Line 1.19 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 12 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.20 Line 1.20 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 5/4 IN. X 12 IN. X 12 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.21 Line 1.21 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.22 Line 1.22 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.23 Line 1.23 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 12 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.24 Line 1.24 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.25 Line 1.25 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.26 Line 1.26 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.27 Line 1.27 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.28 Line 1.28 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.29 Line 1.29 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.30 Line 1.30 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.31 Line 1.31 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.32 Line 1.32 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.33 Line 1.33 LUMBER, SPRUCE PINE FIR (SPF) - S4S, # 2, 2 X 4 X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.34 Line 1.34 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.35 Line 1.35 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.36 Line 1.36 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.37 Line 1.37 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.38 Line 1.38 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 14 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.39 Line 1.39 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 6 IN. X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.40 Line 1.40 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 8 IN. X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.41 Line 1.41 LUMBER, YELLOW PINE, SCAFFOLD PLANKING, OSHA STAMPED - 2 IN. X 12 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54047..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.42 Line 1.42 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 10 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.43 Line 1.43 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.44 Line 1.44 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.45 Line 1.45 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 12 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.46 Line 1.46 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.47 Line 1.47 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.48 Line 1.48 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 4 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.49 Line 1.49 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.50 Line 1.50 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.51 Line 1.51 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 6 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.52 Line 1.52 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.53 Line 1.53 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.54 Line 1.54 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - 2 IN. X 8 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.55 Line 1.55 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.56 Line 1.56 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.57 Line 1.57 LUMBER,PONDEROSA PINE,WOLMANIZED OR PRESSURE TREATED - 2 IN X 10 IN X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.58 Line 1.58 FIRE TREATED LUMBER - 2" X 6" X 16 FEET

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54042..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.59 Line 1.59 LUMBER, PINE - .06 CCA TREATED 1 X 4 X 12 FT

Group **GROUP A - FRAMING
BOARD, TREATED
AND ENGINEERED
LUMBER, STAKES,
MOLDING**

Category	54042..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.60 Line 1.60 LUMBER, PINE - .06 CCA TREATED 1 X 4 X 16 FT

Group **GROUP A - FRAMING
BOARD, TREATED
AND ENGINEERED
LUMBER, STAKES,
MOLDING**

Category	54042..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.61 Line 1.61 LUMBER, PINE - .06 CCA TREATED 1 X 6 X 12 FT

Group **GROUP A - FRAMING
BOARD, TREATED
AND ENGINEERED
LUMBER, STAKES,
MOLDING**

Category	54042..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.62 Line 1.62 LUMBER, PINE - .06 CCA TREATED 1 X 6 X 16 FT

Group **GROUP A - FRAMING
BOARD, TREATED
AND ENGINEERED
LUMBER, STAKES,
MOLDING**

Category	54042..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.63 Line 1.63 LUMBER, PINE - .06 CCA TREATED 1 X 8 X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54042..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.64 Line 1.64 LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .25 CCA TREATED FLOORING KD, 1 X 4 X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54047..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.65 Line 1.65 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 4 IN. X 4 IN. X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54041..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.66 Line 1.66 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54041..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.67 Line 1.67 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.68 Line 1.68 LUMBER, SOUTHERN YELLOW PINE - WOLMANIZED OR PRESSURE TREATED - .19 CCA TREATED 6 IN. X 6 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54041..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.69 Line 1.69 LUMBER, FIR DOUGLAS, BEAMS AND STRINGERS, STANDARD AND BETTER, - 6 INCH X 6 INCH X 10 FEET # 2 & BETTER

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.70 Line 1.70 LUMBER, SPRUCE OR HEM FIR FRAMING JOIST PLANKS, CONSTRUCTION GRADE - 2 IN. X 2 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.71 Line 1.71 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 8 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.72 Line 1.72 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 10 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.73 Line 1.73 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 4 IN. X 12 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.74 Line 1.74 LUMBER, PINE, WHITE, C AND BETTER STANDARD, KILN DRIED - 1 IN. X 12 IN. X 16 FT. MC15, S4S

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.75 Line 1.75 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 12 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.76 Line 1.76 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 4 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.77 Line 1.77 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 12 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.78 Line 1.78 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 6 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.79 Line 1.79 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.80 Line 1.80 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 1 IN. X 8 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.81 Line 1.81 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 10 IN X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.82 Line 1.82 LUMBER, PINE, WHITE, NO. 2 COMMON, KILN DRIED S4S - 2 IN X 4 IN X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.83 Line 1.83 LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 10 FT. - SPF

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.84 Line 1.84 LUMBER, PINE, WHITE, NO. 3 COMMON, KILN DRIED - 1 IN. X 2 IN. X 12 FT. - SPF

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.85 Line 1.85 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.86 Line 1.86 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 4 IN. X 12 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.87 Line 1.87 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 10 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.88 Line 1.88 LUMBER, PINE, WHITE, NO. 4 COMMON, KILN DRIED, S4S - 1 IN. X 6 IN. X 16 FT.

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.89 Line 1.89 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 14 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.90 Line 1.90 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.91 Line 1.91 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.92 Line 1.92 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 8 X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.93 Line 1.93 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.94 Line 1.94 LUMBER, PINE - S4S, #2, 1 X 8 X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54042..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.95 Line 1.95 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.96 Line 1.96 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 10 X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.97 Line 1.97 LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 12 X 10 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.98 Line 1.98 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 12 IN. X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.99 Line 1.99 LUMBER, SPRUCE PINE FIR (SPF) - WHITE, STRUCTURAL LIGHT FRAMING, GRADE #2 - 2 IN. X 4 IN. X 16 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54044..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.100 Line 1.100 LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 12 X 12 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54047..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.101 Line 1.101 LUMBER, PINE YELLOW, SOUTHERN NO. 1 - .40 CCA TREATED 2 X 2 X 8 FT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54047..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.102 Line 1.102 STAKES, CONST. GRADE STRUCTURAL - 2 IN. X 4 IN. X 36 IN. SINGLE POINT

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING	
Category	54090..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.103 Line 1.103 CATALOG C-C-2019 SIMPSON-TIE, WOOD CONSTRUCTION CONNECTORS OR EQUAL, MOST CURRENT PRICE OR LIST WEBSITE

Group	GROUP A - FRAMING BOARD, TREATED AND ENGINEERED LUMBER, STAKES, MOLDING		
Category	54098.11.	Start Price (USD)	Not Specified
Shopping Category	CATALOG C-C-2019 SIMPSON-TIE, WOOD CONSTRUCTION CONNECTORS OR EQUAL, MOST CURRENT PRICE OR LIST WEBSITE	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.104 Line 2.1 POPLAR LUMBER - 3/4 x 12" S4S FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER		
Category	54029..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.105 Line 2.2 POPLAR LUMBER - 4/4 x 12" S4S FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER		
Category	54029..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.106 Line 2.3 POPLAR LUMBER - 6/4 x 12" S4S FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER		
Category	54029..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.107 Line 2.4 LUMBER, TRIM, POPLAR - 1 IN. X 12 IN. FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54029..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.108 Line 2.5 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 4 X 16 FT, FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.109 Line 2.6 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, #2, 2 X 6 X 16 FT, FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.110 Line 2.7 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, STANDARD & BETTER 2 X 4 X 10 FT, FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.111 Line 2.8 LUMBER, FIR OR SPRUCE, STRUCTURAL - LUMBER, SPRUCE PINE FIR (SPF) - S4S, STANDARD & BETTER 2 X 4 X 8 FT, FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54020..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.112 Line 2.9 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE TREATED - 2" X 10" X 16', FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54047..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.113 Line 2.10 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE TREATED - 2" X 4" X 12', FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54047..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.114 Line 2.11 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE TREATED - 2" X 6" X 12', FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54047..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

2.2.115 Line 2.12 LUMBER, PINE YELLOW, SOUTHERN - WOLMANIZED OR PRESSURE TREATED - 2" X 6" X 16', FSC CERTIFIED

Group	GROUP B - FSC CERTIFIED LUMBER	
Category	54047..	Start Price (USD) Not Specified
Shopping Category	Not Specified	Target Price (USD) Not Specified
Minimum Release Amount (USD)	Not Specified	
Estimated Total Amount (USD)	Not Specified	

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....	59
1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS	59
1.1. The Bid Documents	59
1.2. Obtaining the Bid Documents	59
1.3. Clarifications and Addenda	59
1.4. Examination of the Bid Documents and Work Site	59
1.5. Pre-Bid Conference	60
1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline	60
1.7. Exceptions	60
1.8. Taxes Included in Bid Prices	60
1.9. Bid Prices Must Incorporate All Costs	60
1.10. Completion of the Bid Documents	61
1.11. Conflicts of Interest	61
1.12. Required Forms and Fees	61
1.12.1. Economic Disclosure Statement and Affidavit	61
1.12.2. MBE/WBE Program	62
1.12.3. Performance and Payment Bonds	62
1.12.4. Other Required Forms and Documents	62
1.13. Trade Names and Substitutions	63
1.14. Authorized Dealer/Distributor	63
1.15. Estimated Quantities	63
1.16. Submission of Bids	64
1.16.1. Date, Time, and Place	64
1.16.2. Transparency Website; Trade Secrets	64
1.17. Withdrawal of Bids	64
1.18. Bid Opening	64
1.19. Effective Term of Bid	65
1.20. Evaluation of Bids	65
1.20.1. Determination of Responsiveness	65
1.20.2. Determination of Responsibility	65
1.21. Rejection of Bids and Waiver of Informalities	66
1.22. Statutory Adjustments to the Bid	66
1.22.1. City-based Businesses (Chicago Business Preference)	66
1.22.2. Locally Manufactured Goods	66
1.22.3. Alternatively Powered Vehicles Bid Incentive	67
1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive	67
1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive	68
1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures	69
1.22.5. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)	70
1.22.6. Bid Incentive to Encourage Diverse Management and Workforce (Section 2-92-407 of the Chicago Municipal Code)	70
1.22.7. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)	71
1.22.7.1. Policy and Terms	71
1.22.7.2. Definitions	72
1.22.7.3. Commitments	72
1.22.7.4. Records and Reports	72
1.22.8. Child Support Arrearage	73
1.22.9. MacBride Principles Ordinance, MCC Sect. 2-92-580	73
1.23. Consideration of Bids	73
1.24. Bid Protests	73
1.25. Basis of Award	73
1.26. Award of Contract; Notice of Award	74

1.27. Title VI Solicitation Notice	74
1.28. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)	74
1.29. Policy Regarding Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)	74
2. STANDARD TERMS AND CONDITIONS	74
2.1. General Provisions	74
2.1.1. Definitions	74
2.1.2. Incorporation of Attachments	76
2.1.3. Interpretation of Contract	76
2.1.3.1. Order of Precedence	76
2.1.3.2. Interpretation and Rules	76
2.1.3.3. Severability	76
2.1.3.4. Entire Contract	77
2.1.4. Subcontracting and Assignment	77
2.1.4.1. No Assignment of Contract	77
2.1.4.2. Subcontracts	77
2.1.4.3. No Pledging or Assignment of Contract Funds Without City Approval	77
2.1.4.4. City's Right to Assign	77
2.1.4.5. Assigns	78
2.1.5. Contract Governance	78
2.1.5.1. Governing Law and Jurisdiction	78
2.1.5.2. Consent to Service of Process	78
2.1.5.3. Cooperation by Parties and between Contractors	78
2.1.5.4. No Third Party Beneficiaries	78
2.1.5.5. Independent Contractor	79
2.1.5.6. Authority	79
2.1.5.7. Joint and Several Liability	79
2.1.5.8. Notices	79
2.1.5.9. Amendments	80
2.1.5.10. No Waiver of Legal Rights	80
2.1.5.11. Non-appropriation of Funds	80
2.1.5.12. Participation By Other Government Agencies	80
2.1.6. Confidentiality	80
2.1.7. Indemnity	81
2.1.8. Non-Liability of Public Officials	82
2.2. Compensation Provisions	82
2.2.1. Ordering, Invoices, and Payment	82
2.2.1.1. Purchase Orders	82
2.2.1.2. Invoices	82
2.2.1.3. Payment	82
2.2.1.4. Centralized Invoice Processing	82
2.2.1.5. Electronic Ordering and Invoices	83
2.2.1.6. City Right to Offset	84
2.2.1.7. Records	84
2.2.1.8. Audits	84
2.2.1.8.1. City's Right to Conduct Audits	84
2.2.1.8.2. Recovery for Over-Billing	84
2.2.2. Subcontractor Payment Reports	84
2.2.3. Prompt Payment to Subcontractors	85
2.2.3.1. Incorporation of Prompt Payment Language in Subcontracts	85
2.2.3.2. Payment to Subcontractors Within Seven Days	85
2.2.3.3. Reporting Failures to Promptly Pay Subcontractors	85
2.2.3.4. Whistleblower Protection	86
2.2.3.5. Liquidated Damages for Failure to Promptly Pay	86
2.2.3.6. Amount of Liquidated Damages	86
2.2.3.7. Direct Payment to Subcontractors By City	86
2.2.4. General Price Reduction –Automatic Eligibility for General Price Reductions	87
2.3. Compliance With All Laws	87
2.3.1. General	87

2.3.2. Certification of Compliance with Laws	87
2.3.3. Non-discrimination in Employment	87
2.3.4. General Federal Non-Discrimination Requirements	88
2.3.4.1. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements	88
2.3.4.2. Compliance with Federal Nondiscrimination Requirements	88
2.3.4.3. Non-discrimination	89
2.3.4.4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment	89
2.3.4.5. Information and Reports	89
2.3.4.6. Sanctions for Noncompliance	89
2.3.4.7. Incorporation of Provisions	89
2.3.5. Other Non-Discrimination Requirements	89
2.3.5.1. Illinois Human Rights Act	89
2.3.5.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)	90
2.3.5.3. State of Illinois Equal Employment Opportunity Clause	90
2.3.5.4. Chicago Human Rights Ordinance MCC Ch. 2-160	91
2.3.5.5. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390	91
2.3.5.6. Business Enterprises Owned by People With Disabilities	91
2.3.6. Wages	91
2.3.6.1. Priority of Wage Rates	91
2.3.6.2. Minimum Wage, Mayoral Executive Order 2014-1	91
2.3.6.3. Living Wage Ordinance	92
2.3.6.4. Chicago Paid Sick Leave Ordinance	93
2.3.6.5. Equal Pay	93
2.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")	93
2.3.7.1. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")	93
2.3.7.2. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)	93
2.3.7.3. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification	93
2.3.7.4. Federal Terrorist (No-Business) List	94
2.3.7.5. Governmental Ethics Ordinance 2-156	94
2.3.7.6. Lobbyists	94
2.3.8. Restrictions on Business Dealings	95
2.3.8.1. No financial interests by City officials and employees	95
2.3.8.2. Conflicts of Interest	95
2.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4	95
2.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380	96
2.3.10. Other City Ordinances and Policies	96
2.3.10.1. False Statements	96
2.3.10.2. City Hiring Plan Prohibitions	96
2.3.10.3. Inspector General	97
2.3.10.4. Duty to Report Corrupt Activity	97
2.3.10.5. Electronic Mail Communication	97
2.3.10.6. EDS Update Obligation	97
2.3.10.7. Wheel Tax (City Sticker)	98
2.3.10.8. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)	98
2.3.10.9. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)	
2.3.11. Compliance with Environmental Laws and Related Matters	99
2.3.11.1. Definitions	99
2.3.11.2. Joint Ventures	99
2.3.11.3. Compliance With Environmental Laws	99
2.3.11.4. Costs	100
2.3.11.5. Proof of Noncompliance; Authority; Cure	100
2.3.11.6. Copies of Notices and Reports; Related Matters	100
2.3.11.7. Requests for Documents and Information	101
2.3.11.8. Environmental Claims and Related Matters	101
2.3.11.9. Preference for Recycled Materials	101
2.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)	101
2.4. Contract Disputes	102

2.4.1. Procedure for Bringing Disputes to the Department	102
2.4.2. Procedure for Bringing Disputes before the CPO	102
2.5. Events of Default and Termination	102
2.5.1. Events of Default	102
2.5.2. Cure or Default Notice	103
2.5.3. Remedies	103
2.5.4. Non-Exclusivity of Remedies	104
2.5.5. City Reservation of Rights	104
2.5.6. Early Termination	104
2.6. Department-specific Requirements	104
2.6.1. Department of Aviation Standard Requirements	104
2.6.2. Confidentiality of Airport Security Data	104
2.6.3. Aviation Security	105
2.6.4. Airport Security Badges	105
2.6.5. General Requirements Regarding Airport Operations	106
2.6.5.1. Priority of Airport Operations	106
2.6.5.2. Interruption of Airport Operations	106
2.6.5.3. Safeguarding of Airport Property and Operations	106
2.6.5.4. Work on the Airfield	106
2.6.5.5. Parking Restrictions	107
2.6.6. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)	107
2.6.7. Emergency Management and Communications (OEMC) Security Requirements	107
2.6.7.1. Identification of Workers and Vehicles	107
2.6.7.2. Access to Facilities	107
2.6.7.3. Security Badges and Vehicle Permits	108
2.6.7.4. Gates and Fences	109
2.6.7.5. Hazardous or Illegal Materials	109
2.6.8. Chicago Police Department Security Requirements	109
2.6.9. Department of Water Management ("DOWM") Security Requirements	109
2.6.9.1. Identification of Workers and Vehicles	109
2.6.9.2. Access to Facilities	110
2.6.9.3. Security Badges and Vehicle Permits	110
2.6.9.4. Gates and Fences	111
2.6.9.5. Hazardous or Illegal Materials	111
3. TERMS FOR SUPPLY CONTRACTS	111
3.1. Blanket Releases / Purchase Orders	111
3.2. Delivery and Acceptance	111
3.2.1. Delivery	111
3.2.2. Inspection and Defects	112
3.2.3. Shipment errors	112
3.2.4. Acceptance	112
3.3. Unspecified Items	112
3.4. Quality, Source, Substitution, and Labeling	113
3.4.1. Quality	113
3.4.2. Source	113
3.4.3. Substitution	113
3.4.4. Testing Laboratory Labels	114
3.5. Manufacturer's Warranty & Product Information	114
3.6. Contractor's Warranties	114
4. DETAILED SPECIFICATIONS	114
4.1. General	114
4.2. Funding	114
4.3. Technical Requirements	114
4.4. Additional Requirements	114
4.4.1. Contract Term	114
4.4.1.1. Initial Term	115
4.4.1.2. Term Extension	115
4.4.2. Authorized Dealer	115

4.4.3. Price Adjustment (PPI)	115
5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES	116
5.1. General	116
6. INSURANCE REQUIREMENTS	116
6.1. Insurance to be Provided	116
6.1.1. Insurance Requirements	116
6.1.2. Workers Compensation and Employers Liability (Primary and Umbrella)	116
6.1.3. Commercial General Liability (Primary and Umbrella)	116
6.1.4. Automobile Liability (Primary and Umbrella)	116
6.1.5. Property	116
6.2. Additional Requirements	117
7. Addenda	119
7.1. Addendum-1	119
7.2. Addendum-2	120
7.3. Addendum-3	121

Terms and Conditions

1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

1.1. The Bid Documents

The Bid Documents means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and/or iSupplier system and incorporated by such reference, in connection with an invitation for bids or proposals and include the various components of the solicitation which include the Cover Page, Legal Advertisement Notice, these Contract Terms and Conditions, the Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, and all other attachments as listed in Header Information, "Attachments" section, and any and all Clarifications and Addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents, together with the Bidder Responses, become the Contract Documents. Refer to Section "Standard Terms and Conditions", subsection "General Provisions", "Definitions" for definitions of the terms used herein.

1.2. Obtaining the Bid Documents

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

Documents may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL:

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

Click on "Current Bids."

In order to receive notice of clarifications and addenda, Bidders must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Bidders up for notifications.

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

1.3. Clarifications and Addenda

The City will send an email notification to suppliers who have signed up for notifications that an addendum or clarification has been issued. The Clarifications and Addenda are incorporated into the electronic bid document available at the following URL:

www.cityofchicago.org/eProcurement

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

Receipt of Clarifications and Addenda can be acknowledged through iSupplier. Acknowledgement of Clarifications and/or Addenda is mandatory to submit a Bid. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

1.4. Examination of the Bid Documents and Work Site

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

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

have reasonably been discovered through a site inspection or examination of the Bid Documents. The Contractor will not be paid additional compensation due to failure to account in its bid and in the Bidder Documents for conditions that may be observed by a site visit. If the site for the work or contract performance is not accessible to the public during normal business hours, instructions for obtaining access, including a date and time for guided visits, is set out on the Cover Page.

1.5. Pre-Bid Conference

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

If a pre-bid conference will be held, attendance is strongly encouraged. The Chief Procurement Officer or his/her representative, as well as representatives from the City Department for which the Bid Documents have been issued will comprise the panel to respond to Bidders' questions. The pre-bid conference may be recorded by DPS.

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid.

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding the Bid Documents or procurement process may be directed to the Procurement Specialist/Senior Procurement Specialist in iSupplier via online discussion or via email at the email address listed on the Cover Page of the Bid Documents.

The Bidder Inquiry Deadline is listed on the Cover Page of the Bid Documents under "Deadline for Questions." Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

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

1.7. Exceptions

Any deviations from or exceptions to any provisions or requirements of the Bid Documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted on an attachment uploaded in the iSupplier system, with the exact nature of the change outlined in sufficient detail, and as provided below under "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made.

An alternate bid may be submitted in iSupplier in the following way: 1) Answer "Yes" to "Are you including an alternate bid?" in Header Information", "Requirements"" section, "Bidder Questions". 2) Enter your alternate bid price(s) in the space(s) provided in Header Information", "Requirements"" section, "Bidder Questions" 3) Enter \$0.01 as the price for all bid lines in iSupplier, and 4) upload your alternate bid as an iSupplier attachment clearly marked "Alternate Bid" with a file name and description of "Alternate Bid". Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to or deviates from any provision or requirement of the Bid Documents, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exception(s) or deviations to be material.

1.8. Taxes Included in Bid Prices

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable federal, state and local taxes, direct or indirect, in their Bid Prices.

1.9. Bid Prices Must Incorporate All Costs

Bid prices must incorporate all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit that are required to comply with the Bid Documents.

1.10. Completion of the Bid Documents

Bids for this Specification should be submitted electronically through iSupplier. Each Bidder must complete all of the applicable forms listed in the Header Information, "Requirements" section, "Bid Submittal Checklist" subsection of this solicitation and scan and upload them as attachments to the electronic bid submission via iSupplier. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and in any case will not be binding upon the City.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature (whether electronic or physical), represent(s) and warrant(s) to the City that such individual(s) is(are) authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Physical signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

1.11. Conflicts of Interest

If any Bidder (or any member of the limited liability company or any partner in a joint venture or partnership or any member of a form of partnership, such as but not limited to, a limited partnership or limited liability partnership) has assisted the City in the preparation of these Bid Documents such that provision of such assistance would give Bidder an unfair advantage or otherwise impair the integrity of the procurement process, or if Bidder has an organizational conflict of interest that might compromise Bidder's ability to perform the contract, that Bidder may be disqualified from bidding. If applicable, Bidder must provide a statement and information disclosing its participation with respect to the Bid Documents and/or potential organizational conflicts of interest.

1.12. Required Forms and Fees

1.12.1. Economic Disclosure Statement and Affidavit

Bidders must complete an online EDS prior to the Bid Opening Date. A Bidder who does not file an electronic EDS prior to the Bid Opening Date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online and print a Certificate of Filing prior to the Bid Opening Date, the City will accept a paper EDS provided written justification is provided explaining the Bidder's good faith efforts to complete it before the Bid Opening Date and the reasons why it could not be completed. The EDS and instructions for completing the EDS are available at the following URL: www.cityofchicago.org/EDS.

NOTE:

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS for another matter (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.

When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

The web link for the Online EDS is <https://www.cityofchicago.org/EDS>. Click "Get Started Online" to go to the Online EDS home screen. Answers to frequently asked questions (FAQs) may be found by clicking "FAQs" at the home screen. Detailed instructions may be found by clicking "Online EDS Manuals" at the home screen.

Upon completion of the online EDS submission process, the Bidder will be provided an EDS number and will be able to save a PDF copy of the Certificate of Filing. Bidder must provide this number in the Header Information, "Requirements"

section, "Bidder Questions" subsection of the Bid Documents. The Certificate must be uploaded as an attachment to the electronic bid submission.

1.12.2. MBE/WBE Program

The goals for MBE and WBE participation are set forth in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents. The rules, regulations, and forms for achieving these goals are set forth in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment ("M/WBE Special Conditions").

• Schedule B: Affidavit of Joint Venture (if applicable)

If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE certified firms to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• Schedule C-1

If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• Schedule D-1

If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed, notarized, scanned and uploaded as an attachment to the electronic bid submission.

• Request for a Reduction or Waiver of the MBE/WBE Goals If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE and WBE firms that will achieve compliance with the MBE/WBE goals, the Bidder must, as required by the MBE/WBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/WBE Special Conditions scanned and uploaded as an attachment to the electronic bid submission including but not limited to notification to an assist agency.

1.12.3. Performance and Payment Bonds

If a performance and payment bond is required, failure to provide the required bond within the required time period when requested will result in rejection of the bid and forfeit of the bid deposit, if a deposit was required. The forfeiture shall not limit any other City remedies against the Bidder. Performance and payment bonds must be in the form specified by the City, a specimen of which will be attached to the Bid Documents as an exhibit or available from the Bid & Bond Room.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at www.fms.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the CPO, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

If a performance and payment bond is required to be provided prior to contract award, it will be indicated in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents.

1.12.4. Other Required Forms and Documents

Other forms required to be submitted electronically with the Bid prior to the Bid Opening Date are affidavits for applicable bid preferences and:

- Insurance Certificate of Coverage
- Compliance Forms for MBE/WBE or DBE (USDOT funded contracts only if applicable)
- Bid prices submitted for all Lines as required
- Bid Execution Proposal Pages

1.13. Trade Names and Substitutions

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

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

Documentation in support of alternate items includes:

A) Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:

i) Product identification, including manufacturer's name and address.

ii) Manufacturer's literature identifying:

a) Product description

b) Reference standards

c) Performance and test data

iii) Samples, as applicable

iv) Name and address of similar projects on which the product has been used, and date of usage.

B) Itemized comparison of the proposed alternate item with product or service specified; listing of significant variations.

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

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

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

1.14. Authorized Dealer/Distributor

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

1.15. Estimated Quantities

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Price Schedule, subheading "Line Information", any quantities shown under "Target Quantity" on the Lines represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be

construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

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

1.16. Submission of Bids

1.16.1. Date, Time, and Place

Bids are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the Bid Documents, or any addendum issued by the City to change such Bid Opening Date. No bid will be accepted after the Bid Opening Date. The time of the receipt of the bid will be determined solely by the "Time of Quote" generated by the iSupplier system.

1.16.2. Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Restricted Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

A. Mark the first page of the attachment for which confidentiality is being sought as follows: "This attachment includes trade secrets or other proprietary data."

B. Mark each sheet of Restricted Data with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the first page of this attachment."

C. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.)

D. Attach a copy of redacted attachment for each attachment for which confidentiality is being sought to the electronic bid submission.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "Confidential," will be disclosed pursuant to a request under the Freedom of Information Act, valid subpoena, or other legal requirement. Bidder agrees not to pursue any cause of action against the City with regard to disclosure of information.

1.17. Withdrawal of Bids

Bidders may withdraw their Bid at any time prior to the Bid Opening Date. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Bid & Bond Room or submitted to DPS via the eNotification system. Thereafter, the Bidder may not withdraw or cancel its Bid for a period of 90 calendar days after the Bid opening date except as permitted by the Bid Documents. The successful bidder may not withdraw, cancel, or modify its Bid after having been notified by the CPO that the Bid has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.18. Bid Opening

Bids will be opened and read publicly in the Bid & Bond Room by the Department of Procurement Services immediately after the Bid Opening Date has passed. Announcement of the Bids and the apparent low Bidder are neither final nor

binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determine the lowest responsive and responsible bidder and whether a contract will be awarded.

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

1.19. Effective Term of Bid

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid Opening Date. The City may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension. This request and the bidder consent may be sent via messages between the City and the bidder using the iSupplier online discussion function.

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

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

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

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

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

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

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

1.20.2. Determination of Responsibility

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

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

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or other government entity, or has 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 ability to perform the Contract and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.21. Rejection of Bids and Waiver of Informalities

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

1.22. Statutory Adjustments to the Bid

1.22.1. City-based Businesses (Chicago Business Preference)

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City-resident employee" means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"City resident" has the meaning ascribed to the term in Section 2-92-330.

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

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

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of (i) four percent of the contract base bid, or (ii) six percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees, or (iii) eight percent of the contract base bid, if such prime contractor is eligible an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated in the Header Information, "Requirements" section, "Key Solicitation Parameters" of the Bid Documents.

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

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

The prime contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the prime contractor's records shall be granted to the CPO, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The prime contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the contract.

Upon completion of the work, any prime contractor that has failed to remain a city-based business, or if applicable, a city-based business eligible for a four-percent, six-percent or eight-percent bid preference, for which a bid preference was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to remain a city-based business, or if applicable, a city-based business eligible for a four-percent, six-percent or eight percent bid preference, throughout the duration of the contract period.

1.22.2. Locally Manufactured Goods

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

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

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

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

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

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

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

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

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

1.22.3. Alternatively Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section "Alternatively Powered Vehicles Bid Incentive" only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(A) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(C) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine

substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the MCC.

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

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the MCC.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the MCC.

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

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

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the MCC, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

(A) Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(B) As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(D) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

(E) Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

(F) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such

inconsistency is not permitted under law or the home rule powers of the city.

1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures

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

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

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

"Eligible joint venture" means an association of one or more small local business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Local business enterprise" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), which has the majority of its regular, full time work force located within the Six County Region.

"Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Prime contractor" means a person who is the primary contractor on a contract.

"Small business enterprise" means: (i) for a construction business enterprise, a small business enterprise, as the term is defined in MCC 2-92-670; or (ii) for a non-construction business enterprise, a business enterprise which is not an established business, as the term is defined in MCC 2-92-640.

"Small local business enterprise" ("SBE") means a local business enterprise which is also a small business enterprise.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; and (2) has been: (i) certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) certified by the County of Cook as a veteran business enterprise; (iii) certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business.

"Veteran-owned small local business" ("VBE") means a business that is both a veteran-owned business enterprise and a small local business enterprise, and which has been certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-950 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does

not affect the contract price.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive and be prepared to comply with the self-performance requirements, which in some circumstances affect the calculation of MBE and WBE participation toward contract goals when a small business enterprise involved in receiving this incentive is also a certified MBE or WBE.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

1.22.5. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)

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

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder has entered into a mentoring agreement or that the bidder's subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement, at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

1.22.6. Bid Incentive to Encourage Diverse Management and Workforce (Section 2-92-407 of the Chicago Municipal Code)

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

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

"Diverse" means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

"Prime Contractor" means the Contractor and does not include any subcontractors.

"Management" means business owners, partners and any others who have a fiduciary duty to the business.

"Workforce" means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

Total % of Contractor Management That Is Diverse	Bid Incentive
10% to 20%	0.5% of the contract base bid
Greater than 20% up to 40%	2% of the contract base bid
Greater than 40%	4% of the contract base bid
Total % of Contractor Workforce That Is Diverse	Bid Incentive
10% to 20%	2% of the contract base bid
Greater than 20% up to 40%	4% of the contract base bid
Greater than 40%	6% of the contract base bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder or Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

1.22.7. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)

1.22.7.1. Policy and Terms

Specification Number:

Type of Funding:

Title:

It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with MCC 2-92-337 et seq., Regulations Governing Certification of Business Enterprises owned by People with Disabilities, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Contract. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

1.22.7.2. Definitions

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

(A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

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

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

1.22.7.3. Commitments

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

% of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

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

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.

1.22.7.4. Records and Reports

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

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

1.22.8. Child Support Arrearage

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

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

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

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

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

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

1.23. Consideration of Bids

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

1.24. Bid Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 806, 121 North LaSalle Street, Chicago, Illinois 60602. iSupplier should not be used for transmitting bid protests or claims.

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

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

1.25. Basis of Award

In the event that a contract is awarded by group, pursuant to this specification, the Chief Procurement Officer will award by group, such contract(s) to responsible bidder(s) submitting the lowest responsive bid(s), including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents.

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

1.26. Award of Contract; Notice of Award

Upon the acceptance of the Bid and award and execution of a contract by the City pursuant to the Bid Documents, the Bid and the Bid Documents become the Contract Documents, which collectively comprise the Contract.

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

1.27. Title VI Solicitation Notice

[Note: Remove last paragraph if contract is federally funded.]

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For the purposes of this Title VI Solicitation Notice, "disadvantaged business enterprises" include MBE and WBE firms certified under Chapter 2-92 of the Municipal Code of Chicago.

1.28. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Bidder shall scan and upload the affidavit to its electronic bid submission via iSupplier.

1.29. Policy Regarding Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder's Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant's wage or salary history.

2. STANDARD TERMS AND CONDITIONS

2.1. General Provisions

2.1.1. Definitions

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

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

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

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief

Procurement Officer as being available on the City's website and/or iSupplier system and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and/or iSupplier system and incorporated by reference, all Bidder responses to the Bid Documents must be submitted by a bidder on the Bid Opening Date.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations. The "Bid Opening Date" may also be referred to as the "Supplier Response Start Date," or the "Bid/Proposal Submittal Date."

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

"Bidder Responses" means all data entered and attachments uploaded by the Bidder into the iSupplier system in response to the Bid Documents.

"Business Day" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.

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

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

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

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

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

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

"Cover Page" means the first page of the PDF version of the bid solicitation available for download from the iSupplier system. The Cover Page specifies the name of the solicitation, the specification number, the buyer, contact information, bid opening date, and pre-submittal conference information.

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

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

"Force Majeure Event" means an event 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 not caused or unmitigated by the Contractor.

"Header Information" refers to the Section 1 of the PDF solicitation which contains several subsections, "Requirements", further divided into "Key Solicitation Parameters", "Bidder Questions", and "Commodities/Work Services/Heavy Equipment/Small Orders/Construction/JOC Checklist"; and "Attachments." When the solicitation is open for response in the iSupplier, the system displays the Header Information under the "Header" tab.

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

"iSupplier" refers to the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts.

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

"Online Discussions" refers to the electronic messaging functionality built into the iSupplier system.

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

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

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

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

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

2.1.2. Incorporation of Attachments

Attachments listed in the Header Information, "Requirements" section, "Attachments" subsection of the Bid Documents are incorporated by reference and made a part of this agreement.

2.1.3. Interpretation of Contract

2.1.3.1. Order of Precedence

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

- Terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document or otherwise;
- Terms and Conditions and form provisions relating to this procurement type;
- Attachment 02: Detailed Specification;
- All other parts of this Contract, including but not limited to the Header Information, "Requirements" section and the other Attachments.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

2.1.3.2. Interpretation and Rules

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

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

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

2.1.3.3. Severability

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

2.1.3.4. Entire Contract

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

2.1.4. Subcontracting and Assignment

2.1.4.1. No Assignment of Contract

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

2.1.4.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations under the Contract, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website at:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

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

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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

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

2.1.4.4. City's Right to Assign

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

2.1.4.5. Assigns

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

2.1.5. Contract Governance

2.1.5.1. Governing Law and Jurisdiction

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

2.1.5.2. Consent to Service of Process

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

2.1.5.3. Cooperation by Parties and between Contractors

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

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

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

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

2.1.5.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third

party beneficiary rights for subcontractors or other third parties.

2.1.5.5. Independent Contractor

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

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

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City, and

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

2.1.5.6. Authority

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

2.1.5.7. Joint and Several Liability

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

2.1.5.8. Notices

All communications and notices to the City from the Contractor, unless otherwise provided for, must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

Pre-award communications may also be sent via iSupplier online discussion.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed, electronically communicated in iSupplier via online discussions or mailed first class, postage prepaid to the Contractor, care of the name and to the address provided by the Bidder in Response to the Header Information, "Requirements" section, "Bidder Questions" subsection of the Bid Documents.

2.1.5.9. Amendments

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

2.1.5.10. No Waiver of Legal Rights

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

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

2.1.5.11. Non-appropriation of Funds

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

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

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

2.1.5.12. Participation By Other Government Agencies

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

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Such purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

2.1.6. Confidentiality

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

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

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

2.1.7. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

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

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

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.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

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

2.1.8. Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

2.2. Compensation Provisions

2.2.1. Ordering, Invoices, and Payment

2.2.1.1. Purchase Orders

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

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

2.2.1.2. Invoices

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

2.2.1.3. Payment

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

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

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

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

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

2.2.1.4. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP").

Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate with a copy to the department at the "Bill-To" Address specified on the department's Purchase Order.

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

Invoices

City of Chicago, Office of the City Comptroller

121 N. LaSalle St., Room 700, City Hall

Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation

10510 W. Zemke Blvd.

P.O. Box 66142

Chicago, IL 60666

Attn: Finance Department

OR

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

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

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

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

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

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

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

2.2.1.5. Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may

include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

2.2.1.6. City Right to Offset

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

2.2.1.7. Records

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

2.2.1.8. Audits

2.2.1.8.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

2.2.1.8.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If Contractor fails to reimburse the City in accordance with the foregoing, Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees, and it will be an event of default under this Contract.

2.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on a monthly basis, email and/or fax notifications will

be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, as instructed.

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

All confirmations must be reported monthly. Contractor and Subcontractor reporting to the C2 system must be completed monthly or payments may be withheld.

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

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

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

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

2.2.3. Prompt Payment to Subcontractors

2.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

2.2.3.2. Payment to Subcontractors Within Seven Days

Provided the Subcontractor's performance has met the terms of the Contract Documents and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents. **Within 7 days** after receiving payment from the City, the Contractor must make payment to such Subcontractor.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers as required after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

2.2.3.3. Reporting Failures to Promptly Pay Subcontractors

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

In the event that a Contractor fails to make payment to a Subcontractor as required, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Pro

mtly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

2.2.3.4. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to the Contract provision under the heading "Reporting Failures to Promptly Pay". Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in the Contract provision entitled "Events of Default and Termination", including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

2.2.3.5. Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

2.2.3.6. Amount of Liquidated Damages

Upon receipt of a report of a failure to pay a Subcontractor or materials supplier as required by the Contract, the City will issue notice to the contractor and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment as required in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

1. First Unexcused Report: \$50
2. Second Unexcused Report: \$100
3. Third Unexcused Report: \$250
4. Fourth Unexcused Report: \$500

2.2.3.7. Direct Payment to Subcontractors By City

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

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for

purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

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

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction means any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

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

2.3. Compliance With All Laws

2.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

2.3.2. Certification of Compliance with Laws

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

2.3.3. Non-discrimination in Employment

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 individual's 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 individual's race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is

called to: Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

2.3.4. General Federal Non-Discrimination Requirements

2.3.4.1. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following clauses "Compliance with Federal Nondiscrimination Requirements" through "Incorporation of Provisions".

2.3.4.2. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time (Acts and Regulations), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

2.3.4.3. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

2.3.4.4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

2.3.4.5. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

2.3.4.6. Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

2.3.4.7. Incorporation of Provisions

The contractor will include the provisions of the Contract provisions under the headings "Compliance With All Laws" through "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2.3.5. Other Non-Discrimination Requirements

2.3.5.1. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

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

2.3.5.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability". 44 Ill. Admin. Code 750.120. When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

2.3.5.3. State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract. E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the

subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

2.3.5.5. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

2.3.5.6. Business Enterprises Owned by People With Disabilities

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

2.3.6. Wages

2.3.6.1. Priority of Wage Rates

Contractor must pay the highest of (1) Illinois prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

2.3.6.2. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate minimum hourly wage (the "Minimum Wage") to be paid to employees of City contractors and subcontractors performing work on City contracts.

Contractor must comply with Mayoral Executive Order 2014-1 and any applicable rules or regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2018 is **\$13.80 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Every July 1, the Minimum Wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or around June 1, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractor's operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as provided in the following sentence, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor and any Subcontractors must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor and any Subcontractors must pay the prevailing wage.

2.3.6.3. Living Wage Ordinance

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and rules and/or regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and 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 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2018 the Base Wage is \$12.55. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2018, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

2.3.6.4. Chicago Paid Sick Leave Ordinance

The City's Paid Sick Leave ordinance, published in the June 22, 2016 *Journal of the Proceedings of the Chicago City Council*, pages 27188 –27197, and codified at MCC 1-24-045, became effective July 1, 2017.

Contractor understands that, to the extent that the ordinance applies to its activities, it must comply with the ordinance.

2.3.6.5. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

2.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

2.3.7.1. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

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

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following sections "Business Relationships With Elected Officials" through "Lobbyists".

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

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

2.3.7.3. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the

State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

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

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state, or federal government agency from doing business with such government agency, for any reason or offense set forth in sections (a), (b), or (c) of this paragraph, or substantially equivalent reason or offense, for the duration of the debarment by such government agency.

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

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

2.3.7.4. Federal Terrorist (No-Business) List

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

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

2.3.7.5. Governmental Ethics Ordinance 2-156

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

2.3.7.6. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

2.3.8. Restrictions on Business Dealings

2.3.8.1. No financial interests by City officials and employees

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

2.3.8.2. Conflicts of Interest

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently has no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting, or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

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

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

or to his political fundraising committee.

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

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

(a) 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

(b) the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

2.3.10. Other City Ordinances and Policies

2.3.10.1. False Statements

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

2.3.10.2. City Hiring Plan Prohibitions

A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

2.3.10.3. Inspector General

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

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

2.3.10.4. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

2.3.10.5. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

2.3.10.6. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

2.3.10.7. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

2.3.10.8. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

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

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

"Contractor" means the person to whom a contract is awarded.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

"Subcontractor" means any person that enters into a contract with a contractor to perform work on a contract.

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Contractor's affidavit is attached hereto in the Exhibit titled "Sexual Harassment Policy Affidavit".

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

2.3.10.9. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

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

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

(2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

2.3.11. Compliance with Environmental Laws and Related Matters

2.3.11.1. Definitions

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

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

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

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

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

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

2.3.11.2. Joint Ventures

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

2.3.11.3. Compliance With Environmental Laws

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

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

2.3.11.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

2.3.11.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

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

2.3.11.6. Copies of Notices and Reports; Related Matters

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

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph and "Environmental Claims and Related Matters", Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following: (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract; (ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

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

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

2.3.11.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

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

2.3.11.8. Environmental Claims and Related Matters

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

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

2.3.11.9. Preference for Recycled Materials

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

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

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;

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

11-4-1410 Disposal in waters prohibited;

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

11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid 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 CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

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

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and

may further affect the Contractor's eligibility for future contract awards.

2.4. Contract Disputes

2.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

1. The Claim is made in good faith;
2. The Claim's supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
3. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
4. The certifying person is duly authorized by the claimant to certify the Claim.

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

2.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

The administrative process is described more fully in the "Rules of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

<https://www.chicago.gov/content/dam/city/depts/dps/RulesRegulations/DisputeRegulations.DPS.01.30.2019.pdf>

2.5. Events of Default and Termination

2.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

A: Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Contract including the following:

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
2. Failure to have and maintain all professional licenses required by law to perform the Services;
3. Failure to timely perform the Services;
4. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to

perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

5. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
6. Discontinuance of the Services for reasons within Contractor's reasonable control;
7. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
8. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City;
9. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold;
10. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements;
11. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations, and
12. Failure to comply with any other term of the Contract Documents, including the provisions concerning insurance and nondiscrimination.

2.5.2. Cure or Default Notice

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

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted or the cure period has expired without an event of default having been cured, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

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

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

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

2.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

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

2.5.4. Non-Exclusivity of Remedies

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

2.5.5. City Reservation of Rights

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

2.5.6. Early Termination

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

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

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

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

2.6. Department-specific Requirements

2.6.1. Department of Aviation Standard Requirements

For purposes of the following sections "Confidentiality of Airport Security Data" through "General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)" apply to any Contractor that has access to Airport facilities in the performance of the Contract. For purposes of these Sections, "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago. "Airside" means generally, those areas of an Airport which requires a person to pass through a security checkpoint to access; references to "sterile areas" generally mean Airside areas within terminal buildings, and references to "Airfield", "Aircraft Operations Area", "AOA", or "Secured areas" generally mean outdoor Airside areas or areas not accessible to passengers.

2.6.2. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the

Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

2.6.3. Aviation Security

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

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

2.6.4. Airport Security Badges

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

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

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

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

1. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
2. 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 Drivers Permit.

3. 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.
4. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
5. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

2.6.5. General Requirements Regarding Airport Operations

2.6.5.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, 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(s). 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.

2.6.5.2. Interruption of Airport Operations

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

2.6.5.3. Safeguarding of Airport Property and Operations

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.

2.6.5.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 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 2' x 3' for hand use, and one size 3' x 5'. 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 an event of default.

2.6.5.5. Parking Restrictions

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

2.6.6. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2.6.7. Emergency Management and Communications (OEMC) Security Requirements

2.6.7.1. Identification of Workers and Vehicles

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.

2.6.7.2. Access to Facilities

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

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

2.6.7.3. Security Badges and Vehicle Permits

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:

1. 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.
2. 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.
3. 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.
4. All required City stickers and State Vehicle Inspection stickers must be valid.
5. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
6. 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.

2.6.7.4. Gates and Fences

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.

2.6.7.5. Hazardous or Illegal Materials

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.

2.6.8. Chicago Police Department Security Requirements

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

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

- A. 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.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

2.6.9. Department of Water Management ("DOWM") Security Requirements

2.6.9.1. Identification of Workers and Vehicles

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.

2.6.9.2. Access to Facilities

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:

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 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.

2.6.9.3. Security Badges and Vehicle Permits

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:

1. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
2. 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.
3. 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.

4. All required City stickers and State Vehicle Inspection stickers must be valid.
5. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
6. 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.

2.6.9.4. Gates and Fences

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.

2.6.9.5. Hazardous or Illegal Materials

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.

3. TERMS FOR SUPPLY CONTRACTS

3.1. Blanket Releases / Purchase Orders

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

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

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

3.2. Delivery and Acceptance

3.2.1. Delivery

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

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

3.2.2. Inspection and Defects

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

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

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

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

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

3.2.3. Shipment errors

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

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

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

3.2.4. Acceptance

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

3.3. Unspecified Items

Any items and services not specifically listed herein may be added to this Contract if it falls within the same general category of items/services already specified in the Contract. Pursuant to 2-92-646 of the Municipal Code of Chicago, the lifetime,

aggregate value of the City's purchase of any items/services added to this Contract pursuant to this provision must not exceed ten percent (10%) of the original value of the Contract.

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

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

3.4. Quality, Source, Substitution, and Labeling

3.4.1. Quality

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

3.4.2. Source

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

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

3.4.3. Substitution

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

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

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

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

The Commissioner may, in his or her sole discretion, accept an alternate product for a specified product, provided the

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

3.4.4. Testing Laboratory Labels

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

3.5. Manufacturer's Warranty & Product Information

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

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

3.6. Contractor's Warranties

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

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

4. DETAILED SPECIFICATIONS

4.1. General

The detailed specification can be found in Attachment 02: Detailed Specifications and is incorporated here by reference.

4.2. Funding

The source of funds for payments under this Contract is specified in the Header Information, "Requirements" section, "Key Solicitation Parameters" subsection of the Bid Documents. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

4.3. Technical Requirements

The technical requirements are found in Attachment 02: Detailed Specifications and are incorporated here by reference.

4.4. Additional Requirements

4.4.1. Contract Term

4.4.1.1. Initial Term

The Initial Term for this Contract is specified as the Contract Term in Header Information, "Requirements" section, "Key Solicitation Parameters" subsection unless terminated earlier or extended pursuant to the terms of this contract.

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

4.4.1.2. Term Extension

The City has the option to unilaterally extend the term of this Contract following the expiration of the Initial Term, for up to thirty-six (36) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The option may be exercised as a single thirty-six month extension or as up to three separate extensions, each with a term no less than twelve months.

Before the expiration of the Initial Term, or if previously extended, the expiration of the term as extended, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract. 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.

4.4.2. Authorized Dealer

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the Framing Board & Lumber. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

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

4.4.3. Price Adjustment (PPI)

Quoted prices will remain fixed throughout the first twelve (12) calendar months of the Contract term. 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 services 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. Contract pricing adjustments will be calculated as outlined below.

Annual requests for price adjustments will reference the Producer Price Index (PPI) for "Lumber and Wood Products" and Series ID, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov/PDQ/outside.jsp?survey=wp> although this site's url is subject to change. (Select commodity data, then select Group "Lumber and Wood Products" and "Item ", and get data.)

The adjusted Contract price will be determined by performing the following calculation: The original Contract price(s) will be multiplied by the quotient, and then be rounded to two (2) decimal places to calculate the adjusted Contract price(s). The quotient will be calculated by dividing the comparison index value by the average index value of the last twelve (12) months of the Contract period.

The comparison value for the first allowable price increase will be the index value at the time of Contract award. The comparison value for the second allowable price increase will be the index value of the one (1) year anniversary date of the Contract award.

Adjusted price(s) may be higher or lower than the original Contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

All price adjustment calculations will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. The effective date of an adjustment will be the twentieth (20th) day of the

month following the month in which the adjustment is requested.

If Producer Price Index data are not available for any month of the final twelve (12) full months of the annual Contract period, the PPI data for the most recent twelve (12) full months preceding the anniversary of the Contract will be used in computing the price adjustment.

5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

5.1. General

The special conditions regarding minority business enterprise commitment and women business enterprise commitment for commodities or services can be found in Attachment 03: MWBE Special Conditions and is incorporated here by reference.

6. INSURANCE REQUIREMENTS

6.1. Insurance to be Provided

6.1.1. Insurance Requirements

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

6.1.2. Workers Compensation and Employers Liability (Primary and Umbrella)

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 \$500,000 each accident; \$500,000 disease -policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

6.1.3. 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 \$1,000,000 with the same terms herein.

6.1.4. 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 \$500,000 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.

6.1.5. Property

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools

and supplies) owned, rented or used by Contractor.

6.2. Additional Requirements

Evidence of Insurance. The Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of insurance and endorsement, 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 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 requirements of the Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. The Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. The Contractor 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 and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled to the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable

Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in the section titled "Insurance to be Provided." The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in section titled "Insurance to be Provided." Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and named the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this section "Additional Requirements." When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City's Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

7. Addenda

7.1. Addendum-1

MARCH 29, 2019

**ADDENDUM NO. 1
FOR
FRAMING BOARD & LUMBER
SPECIFICATION NO. 481708A**

For which bids will be opened in the office of the Department of Procurement Services, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, on March 29, 2019 at 11:00 a.m., Central Time

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID EXECUTION PAGE

Revision No. 1. BID POSTPONEMENT

Bids which were scheduled to open March 29, 2019 is hereby extended until May 3, 2019 at 11:00 a.m.

Notable changes:

There are no notable changes to be added.

END OF ADDENDUM NO. 1

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM NO. 1

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

7.2. Addendum-2

APRIL 15, 2019

**ADDENDUM NO. 2
FOR
FRAMING BOARD & LUMBER
SPECIFICATION NO. 481708A**

For which bids will be opened in the office of the Department of Procurement Services, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, on May 3, 2019 at 11:00 a.m., Central Time

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID EXECUTION PAGE

Revision No. 1. Remove Proposal Pages of the Bid Document. Replace with the Attached.

Notable changes: Line Items 1.32-1.34, 1.59-1.63 on Proposal Pages have been updated/replaced with Addendum No. 2 on April 15, 2019.

Question No. 1. Please provide some clarification on a couple items. On page 33 the bid specs states treated lumber with .40 CCA treatment. This treatment has not been available for almost 20 years. Lumber is now treated with .06 MCA or .19 MCA. These are the only two treated types available in the U.S. Would it be ok to quote either of these treatments?

Response: Yes, it will be ok to quote the .06 MCA or .19 MCA since these are the only two treated types available in the U.S. See Revision No. 1

Question No. 2. The grading on lumber on pages 13 & 14 is listed incorrectly the items are graded at standard, better and #2. Standard and better has not been used in nearly 20 years. Current construction grade lumber is all graded and stamped #2.

Response: Please quote the industry standard with the entire construction grade #2 lumber stamp. See Revision No. 1

END OF ADDENDUM NO. 2

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM NO. 2

CITY OF CHICAGO

SHANNON E. ANDREWS

Specification Number:
Type of Funding:
Title:

DEPARTMENT OF PROCUREMENT SERVICES

CHIEFPROCUREMENT OFFICER

7.3. Addendum-3

APRIL29, 2019

**ADDENDUM NO. 3
FOR
FRAMING BOARD & LUMBER
SPECIFICATION NO. 481708A**

For which bids will be opened in the office of the Department of Procurement Services, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, on May 3, 2019 at 11:00 a.m., Central Time

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID EXECUTION PAGE

Revision No. 1. BID POSTPONEMENT

Bids which were scheduled to open May 3, 2019 is hereby extended until May 20, 2019 at 11:00 a.m.

Revision No. 2. Remove Proposal Pages of the Bid Document. Replace with the Attached.

Notable changes: Lines have been added and Line Item quantities on Proposal Pages have been updated.

END OF ADDENDUM NO. 3

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM NO. 3

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS
CHIEFPROCUREMENT OFFICER

BID EXECUTION BY A CORPORATION

The undersigned, hereby acknowledges having received Specification Number 4817084 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) Addendum 3, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION:

Root Brothers MFG + Supply Co.
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer)

[Signature]
(Signature)

TITLE OF SIGNATORY:

President
(Print or Type)

BUSINESS ADDRESS:

10307-25 S. Michigan Ave
(Print or Type) Chicago, IL 60628

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

ATTEST:

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

State of

Illinois

County of

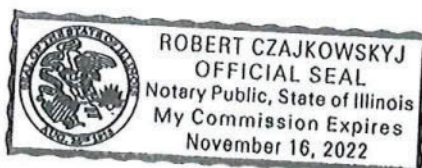
Cook

This instrument was acknowledged before me on this 26 day of March, 2019 by David K. Root as President (or other authorized officer) and Aaron D. Root as Secretary of Root Brothers (Corporation Name).

(Seal)

Robert Czajkowskyj
Notary Public Signature

Commission Expires: 11-16-22



BID EXECUTION BY A JOINT VENTURE

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____ (Seal)

BID EXECUTION BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

BID EXECUTION BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

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

Registration Number: _____
(Print or Type)

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name). _____

Notary Public Signature: _____

Commission Expires: _____ (Seal)

Bid Acceptance by City

Contract No.: 106360

Specification No.: 481708A

Vendor Name: ROOT BROTHERS MFG. & SUPPLY CO.

Total Amount (Value): \$ 6,584,747.85

Fund Chargeable: 18 - 100 - 38 - 4119 - 0340 - 0340 & VARIOUS

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

CITY OF CHICAGO



Mayor Date 10-3-19



Comptroller Date 10/2/19



Chief Procurement Officer Date 30 October 2019

ATTACHMENT: SCOPE OF WORK DETAILED SPECIFICATIONS SPECIFICATION 481708A

SCOPE

The Contractor must furnish and deliver Framing Board and Lumber as specified, proposed and accepted F.O.B., City of Chicago, Various Using Departments, in accordance with all the terms and conditions of this specification.

INTENT

The various lumber products referenced herein are to be used by Various Using Departments. The Framing Board and Lumber is to be used for repair, restoration, remodeling and minor new construction for various City facilities.

MATERIAL DETAILS

Group A – Hard Wood - Lines 1.1 thru 1.7

Group A – Molding - Lines 1.8

Group A – Soft Wood - Lines 1.9 thru 1.41

Group A – Treated Lumber - Lines 1.42 thru 1.64

Group B – Hard Wood (FSC) - Lines 2.1 thru 2.4

Group B – Soft Wood (FSC) - Lines 2.5 thru 2.8

Group B – Treated Lumber (FSC) - Lines 2.9 thru 2.12

FSC-CERTIFIED PRODUCTS

All wood products designated as “FSC certified” shall be certified according to the rules of the Forest Stewardship Council (www.fscus.org). Contractors bidding on any items in Group B (FSC-Certified materials) must provide a valid FSC Chain-of-Custody (COC) certificate with the bid. In addition, invoices for FSC certified products must contain the Contractor's COC number and identify each FSC certified product on a line-item basis.

PRODUCT GRADING AND MARKING

All board lumber and timbers supplied against this Contract must be identified by the grade mark of the recognized association or independent lumber grading inspection agency authorized to grade the products. The association or independent inspection agency and the grading rules under which they grade must be certified by the Board of Review, American National Lumber Standards committee.

FIRE RETARDANT WOOD PRODUCTS

All fire rated lumber listed on the Proposal Pages, included in this specification and supplied against a resulting Contract must comply with American Woods Product Association Standards C-20 for lumber and C-27 for plywood and must be in full compliance with the Hickson Corporation Dricon Fire-Retardant Treated Wood Products Program or exact equivalent thereof.

Fire rated lumber must conform to the certification requirements of Underwriter's Laboratory and each piece must be ink- stamped with the UL classification FR-S Lumber or FR-S Plywood as applicable.

INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of Framing Board and Lumber listed in the Proposal, within ten (10) calendar days after receipt of a City departments order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Failure of the Contractor to meet the above stated delivery requirements will be an event of default under this Contract, and may further affect 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.

MISSHIPMENTS/DEFECTIVE MERCHANDISE

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

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

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

WARRANTY

The Contractor must furnish a warranty for the Framing Board and Lumber provided under this contract in accordance with the Uniform Commercial Code, 810 ILCS 5/1 et seq.

In Addition, the Contractor hereby warranties for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary due to defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence from the date of final acceptance by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail (*See 3.2.4*).

ATTACHMENT 03: MBE/WBE Special Conditions



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602- 1284

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned 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, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, 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.

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

MBE Percentage	WBE Percentage
0%	0%

(See Form "*Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract*" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and

- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.

- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

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

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

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than

fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

1.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

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

1.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

1.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their

approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

1.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

1.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of

the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

1.10. Arbitration

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

1.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

1.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

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

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A –Assist Agency List (Rev. Sept 2016)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org</p> <p>Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: valerie@blackcontractorsunited.com Web: www.blackcontractorsunited.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: grodriguez@lgbtcc.com Web: www.lgbtcc.com</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org</p> <p>Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chicago Minority Supplier Development Council Inc. *</p> <p>105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>	<p>Chicago Urban League *</p> <p>4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>
<p>Chicago Women in Trades (CWIT)</p> <p>2444 W. 16th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org</p> <p>Maintains list of certified firms: No</p> <p>Provides training for businesses: Yes</p>	<p>Contractor Advisors Business Development Corp. *</p> <p>1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. *</p> <p>7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org</p> <p>Maintains list of certified firms: No</p> <p>Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation</p> <p>9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org</p> <p>Maintains list of certified firms: No</p> <p>Provides training for businesses: Yes</p>

<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>	<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400</p> <p>Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>
<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>	<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628</p> <p>Phone: 518-556-1641</p> <p>Fax: 773-941-4019</p> <p>Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net</p> <p>Maintains list of certified firms: Yes</p> <p>Provides training for businesses: Yes</p>

<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: LarryIvory@IllinoisBlackChamber.org / vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>South Shore Chamber, Inc. * 1750 E. 71st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: twertz@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>The Monroe Foundation</p> <p>1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: ommonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. *</p> <p>1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center *</p> <p>8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Women Construction Owners & Executives (WCOE) *</p> <p>Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Your Community Consultants Foundation</p> <p>9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

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

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

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

Name of Company Representative	at	Address/Phone
--------------------------------	----	---------------

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

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

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

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

Sincerely,

Schedule B – Affidavit of Joint Venture

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

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

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

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

Schedule B: Affidavit of Joint Venture (MBE/WBE)

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

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

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

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

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

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

- D. Acquisition of lines of credit:

Schedule B: Affidavit of Joint Venture (MBE/WBE)

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

Schedule B: Affidavit of Joint Venture (MBE/WBE)

[illegible]

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

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

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

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

[illegible]

Schedule B: Affidavit of Joint Venture (MBE/WBE)

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

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

Note: If, after filing this Schedule B and before the completion on the joint venture's 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

Firm

Name of Non-MBE/WBE Partner

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

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

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____.
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

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

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

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

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

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

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
☒ 4% Bidder is a City-based business.
☐ 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
☐ 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? ☒ Yes ☐ No
3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? ☐ Yes ☒ No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?
☒ Yes ☐ No
4. Street address of business location within the City of Chicago (P.O. address not accepted):
10307-25 S. Michigan Ave
5. Describe the business activities are carried out at the location listed above: Wholesale Sales, Warehousing, Receiving + Shipping
6. How many full-time regular employees are currently employed at the location listed above? 15
7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? N/A (For 6% and 8% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? N/A (For 8% preference only)
9. Total number of full-time regular employees employed at all locations worldwide? 30
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":
41250

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder (Print or Type): Root Brothers MFG + Supply Co

Signature of Authorized Officer (Sign): [Signature] Date: 2/6/2019

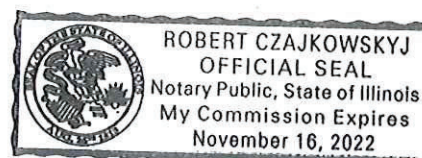
Title of Signatory (Print or Type): VP/Secretary

State of Illinois; County of Cook; Signed and sworn (or affirmed) to before me on

3-20-19 (date) by Aaron D. Root (name/s of person/s making statement)

Robert Czajkowsky
 (Signature of Notary Public)

(seal)



ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT (EDS)

Online EDS Filing Required Prior To Bid Opening

The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

Online EDS Web Link

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Online EDS Number

Upon completion of the online EDS submission process, the Bidder will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

141074

Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Bidder that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 141074

Date of This Filing: 03/26/2019 06:18 PM

Certificate Printed on: 07/15/2019

Original Filing Date: 03/26/2019 06:18 PM

Disclosing Party: Root Brothers Mfg & Supply Title: Vice President - Sales/Secretary
Company

Filed by: Aaron Root

Matter: 481708A: FRAMING BOARD &
LUMBER

Applicant: Root Brothers Mfg & Supply
Company

Specification #: 481708A

Contract #: 106360

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Preparation Checklist for Registration

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

- _____ 1. Invitation number, if you were provided an invitation number.
- _____ 2. EDS document from previous years, if available.
- _____ 3. Email address to correspond with the Online EDS system.
- _____ 4. Company Information:
 - _____ a. Legal Name
 - _____ b. FEIN/SSN
 - _____ c. City of Chicago Vendor Number, if available.
 - _____ d. Address and phone number information that you would like to appear on your EDS documents.
 - _____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company or the first person that registers for your company.

Preparation Checklist for EDS Submission

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
2. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address

_____ c. Fees – Estimated or paid

EDS Frequently Asked Questions

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: “Applicant” means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

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

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

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

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

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

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

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com, www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS" and click on the "Retained Parties" tab. When finished, click on "Ready to Submit".

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration". Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0, 7.0, Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☒ Yes

☐ No

☐ N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business: _____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____ %

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____ %

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Person to contact regarding bid:

Name: Jeff Lindenkugel Phone: 219-730-9044
Address: 10307-25 S. Michigan Ave.
Chicago, IL 60628
Email: jlindekugel@rootbrothers.com

Indicate if you are:

Manufacturer: YES _____ NO X
Exclusive dealer/distributor/reseller*: YES _____ NO X
Authorized dealer/distributor/reseller*: YES X NO _____

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: State Lumber Co. Inc
Address: 532 State St.
Calumet City, IL 60409
Phone: (708) 862-4020
Location of facility where inventory maintained: 532 State St.
Calumet City, IL 60409

Bid Line: 1-64 (Group A)
Proposed Manufacturer and Model Number: State Lumber - All models
Spec'd per City bid.

Exceptions (explain): _____

THE PLYWOOD CENTER

LUMBER
DOORS
MILLWORK
INSULATION

State Lumber Co., Inc.

Phone (708) 862-4020
Fax (708) 862-1402
532 State St. Calumet City, IL 60409-2698

PLYWOOD
SHEETROCK
HARDWARE

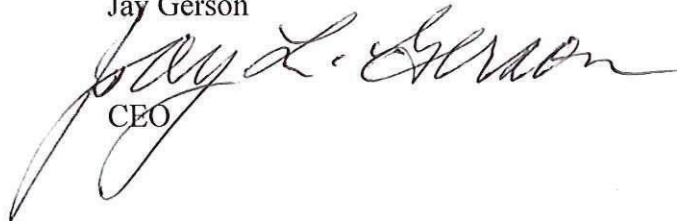
March 14, 2019

Dear Sir or Madam

State Lumber Co. Inc , a 70 year old, building supply dealer of lumber, plywood ,hardwood, molding, doors, and drywall has supplied Root Brothers, a reseller of our products, with building material.. They are a valued customer and we anticipate this relationship continuing long into the future.

If you have any questions, please call.

Jay Gerson



CEO

Person to contact regarding bid:

Name: Jeff Linde Kugel Phone: 219-730-9044
Address: 10307-25 S. Michigan Ave
Chicago, IL 60628
Email: jlindekugel@rustbrothers.com

Indicate if you are:

Manufacturer: YES _____ NO X
Exclusive dealer/distributor/reseller*: YES _____ NO X
Authorized dealer/distributor/reseller*: YES _____ NO X

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: Simpson Strong-Tie Co. Inc
Address: 2600 International St.
Columbus, OH 43228
Phone: (614) 876-8060
Location of facility where inventory maintained: 2600 International St.
Columbus, OH 43228

Bid Line: 1.103
Proposed Manufacturer and Model Number: Simpson Strong-Tie
All model #'s spec'd per City bid.

Exceptions (explain): _____

May 10, 2019

For: ROOT BROTHERS MFG & SUPPLY CO
10307-25 S. MICHIGAN AVE.
CHICAGO, IL 60628

To whom it may concern:

This is to certify that **ROOT BROTHERS MFG & SUPPLY CO.** is a fully authorized Distributor for our full range of products in The UNITED STATE OF AMERICA.

As an authorized stocking distributor M/s **ROOT BROTHERS MFG & SUPPLY CO.** and their branches are advised and trained in the latest developments, use, safety, and warranty of our products.

ROOT BROTHERS MFG & SUPPLY CO. has full access to all our products and are fully committed to carry an adequate local stock for quick service and delivery.

The contents of this letter will be valid until December 31, 2020, after which date a new letter regarding the Distributorship will have to be issued

Sincerely,

Sincerely,



Kevin Dill
Branch Sales Manager
Simpson Strong-Tie Co.



Bill Megahan
Branch Sales Manager
Simpson Strong-Tie Co.

KD:mj

Mentoring Program Bid Preference Affidavit

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title: _____

Specification #: _____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

BIDDERS COMMITMENT TO UTILIZE MBE AND WBE FIRMS ON NO STATED GOALS CONTRACT

If this is a competitively bid Contract funded in whole by City funds, and the Chief Procurement Officer has determined there will be no stated goals for MBE/WBE participation in this Contract, pursuant to MCC 2-92-525 a bid incentive for the utilization of MBE and WBE firms on the contract may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be ineligible for the preference on this contract.

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

Combined MBE and WBE Percentage:

()	At least 5%:	0.75% bid incentive
()	At least 10%:	1.00% bid incentive
()	At least 15%:	1.25% bid incentive
()	At least 20%:	1.50% bid incentive
()	At least 25%:	1.75% bid incentive
()	At least 30%:	2.00% bid incentive

Bidder additionally must submit with its bid Schedules C-1 and D-1 reflecting at least the above combined amount of MBE and WBE participation in order for the bid incentive to be allocated. Bidder may retain the committed percentage as all MBE, all WBE, or any combination.

Bidder understands that if it fails to retain the committed percentage of MBEs or WBEs it may be fined in an amount equal to three times the amount of bid incentive allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, the Bidder for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the Chief Procurement Officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____ County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

BIDDER'S COMMITMENT TO PROVIDE LOCALLY MANUFACTURED GOODS AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
() 25% to 49%-- 1% incentive () 50% to 74%-- 1.5% incentive () 75% or greater-- 2% incentive
3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title: _____ Specification #: _____
Bidder/Contractor Name: _____
2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No
3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

4. Describe the manufacturing activities carried out at the location listed above: _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:
Item: _____ Production steps: _____ % of value
Item: _____ Production steps: _____ % of value
6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Manufacturer: _____
(Print or Type)

Signature of Manufacturer Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: Framing Board + Lumber
Specification #: 481708A

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: Root Brothers MFG + Supply Co.
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: VP/Secretary
(Print or Type)

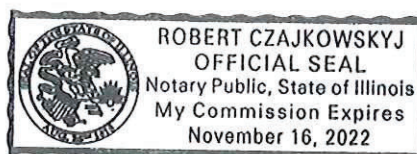
State of Illinois

County of COOK

Signed and sworn (or affirmed) to before me on 3-26-19 (date) by Aaron D. Root (name/s of person/s making statement).

Robert Czajkowsky
(Signature of Notary Public)

(Seal)



VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES AFFIDAVIT

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-950 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?
☒ Yes () No If Yes, attach the bidder's current City of Chicago VBE certification letter and skip to #7 below.
2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?
() Yes ☒ No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-920?
() Yes ☒ No
4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-920?
() Yes ☒ No
5. Is the veteran-owned business identified in #4 above an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
☒ Yes () No

If yes, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-920.

52% David K. Root
8% Aaron D. Root

6. Is the veteran-owned business identified in #4 above certified by either: (i) the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) the County of Cook as a veteran business enterprise; (iii) the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business? If yes to any of the above, please provide appropriate documentation.

() Yes ☒ No Certified by USBLN + NVBDC.

7. List City of Chicago business license(s) held. If none are required, indicate "none required": 41250

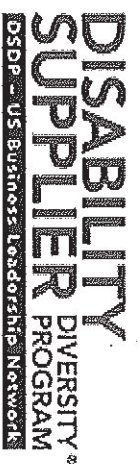
8. Provide address of the veteran-owned business, including the County in which it is located.

10307-25 S. Michigan Ave, Chicago, IL 60628
County: Cook

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Bidder must complete the applicable signature line(s) on the following page.



US Business Leadership Network®

certifies that the criteria for

**Service Disabled Veteran Disability-Owned Business
Enterprise (SDV-DOBE™)**

certification has been met by

Root Brothers MFG & Supply Co

Certificate Number: USBLN19001

Sep 13, 2017

Expiration Date: Sep 13, 2019

Authorized by Jill Houghton, President and CEO

US Business Leadership Network®

Date

This certificate is the property of the USBLN® and must be returned, upon request of the USBLN®, if certification expires or is revoked.



CERTIFICATE No. F0625201800438

National Veteran Business Development Council

CERTIFICATION

is hereby granted to:

Root Brothers Manufacturing & Supply Co.

The National Veteran Business Development Council certifies that the named entity has met all criteria established to be recognized as a Service Disabled Veteran Owned Business (SDVOB)

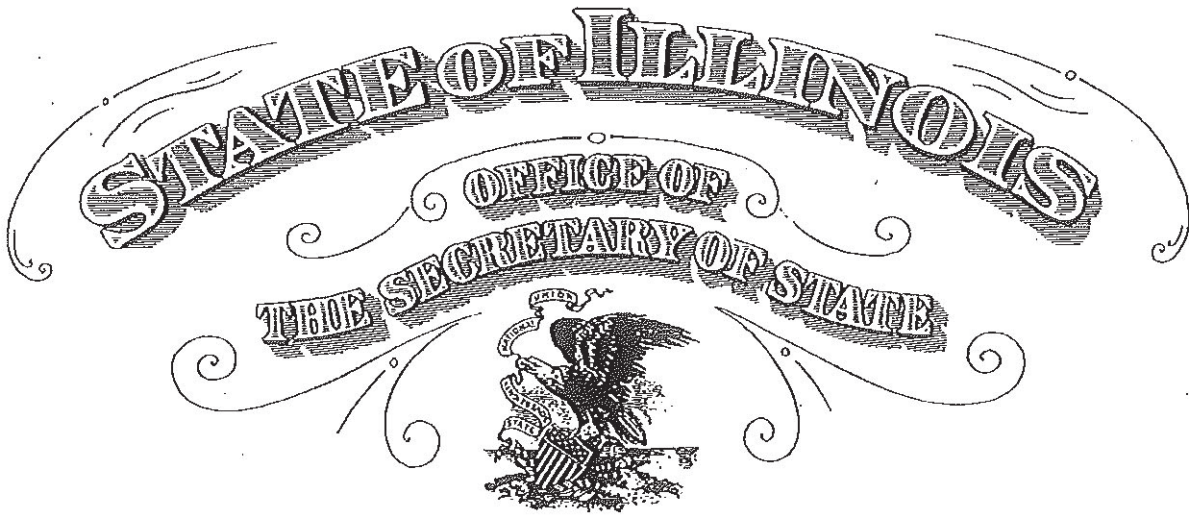
Given this Date: 2-10-2019
Expiration Date: 2-10-2020

Keith King, President



File Number

5293-889-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ROOT BROTHERS MFG. & SUPPLY CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 23, 1982, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 23RD
day of MAY A.D. 2017 .

Jesse White

SECRETARY OF STATE

Authentication #: 1714302600 verifiable until 05/23/2018

Authenticate at: <http://www.cyberdriveillinois.com>

VOID

VOID

VOID

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VOID

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

ROOT BROTHERS MFG. & SUPPLY CO.

PRINTED ON:

09/03/2017

NAME:

ROOT BROS. MFG. & SUPPLY CO.

DBA:

10317 S. MICHIGAN AVE.

AT:

CHICAGO, IL 60628

1ST

LICENSE NO.:

41250

CODE: 1010

FEE:

\$***250.00

LICENSE:

Limited Business License

PRESIDENT: DAVID K. ROOT

SECRETARY: AARON D. ROOT

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED OR CHASE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 15 DAY OF SEPTEMBER, 2017

EXPIRATION DATE:

ATTEST:



Rahm Emanuel
MAYOR

Anna M. Valencia
CITY CLERK

ACCOUNT NO. 86915
TRANS NO.

SITE: 1

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES



VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES AFFIDAVIT – SIGNATURE PAGE

Required Signature for All Applicants

Name of Veteran-Owned Business: Root Brothers MFG + Supply Co
(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____
(Signature)

Title of Signatory: VP/Secretary
(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of joint Venture (for eligible joint ventures only): _____
(Print or Type)

Names of SBE (for eligible joint ventures only): _____
(Signature)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of Illinois

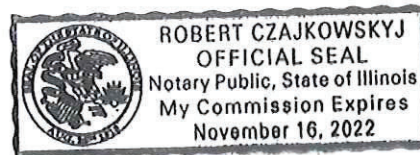
County of Cook

Signed and sworn (or affirmed) to before me on 3-26-19 (date)

by Aaron D. Root (name/s of person/s making statement).

Robert Czajkowsky
(Signature of Notary Public)

(Seal)





US Business Leadership Network®

certifies that the criteria for

**Service Disabled Veteran Disability-Owned Business
Enterprise (SDV-DOBE™)**

certification has been met by

Root Brothers MFG & Supply Co

Certificate Number: USBLN19001

Expiration Date: Sep 13, 2019

Authorized by Jill Houghton, President and CEO

US Business Leadership Network®

Sep 13, 2017

Date

This certificate is the property of the USBLN® and must be returned, upon request of the USBLN®, if certification expires or is revoked.



CERTIFICATE No. F0625201800438

National Veteran Business Development Council

CERTIFICATION

is hereby granted to:

Root Brothers Manufacturing & Supply Co.

The National Veteran Business Development Council certifies that the named entity has met all criteria established to be recognized as a Service Disabled Veteran Owned Business (SDVOB)

Given this Date: 2-10-2019
Expiration Date: 2-10-2020

Keith King, President



BIDDER'S COMMITMENT TO UTILIZE BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____
Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

() 2% to 5%-- 1% incentive () 6% to 9%-- 2% incentive

() 10% to 13%-- 3% incentive () 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Sue Allen
AssuredPartners of Illinois, LLC	PHONE (A/C, No, Ext): (800)894-9091
Four Westbrook Corporate Ctr	FAX (A/C, No): (630)990-9098
Suite 500	E-MAIL ADDRESS: Susan.Allen@assuredpartners.com
Westchester IL 60154	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Company, LTD
	INSURER B: Rated by Multiple Companies
	INSURER C: Ace American Ins CO
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 18-19 w/ Cyber 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAAA5986	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UECIU9257	01/02/2019	01/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBAAA5986	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WB3CID3815	10/31/2018	10/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber Privacy & Network Security			G29007913 002	02/15/2019	02/15/2020	Each Claim Limit \$1,000,000 Aggregate Limit \$1,000,000 Retention Each Claim \$10,000

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

SPEC#: 481708A
FRAMING BOARD & LUMBER

CERTIFICATE HOLDER

City of Chicago-City Hall Department of Procurement Services
121 N LaSalle St
Bid & Bond Rm 103
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE