PUBLIC BUILDING COMMISSION OF CHICAGO

AGREEMENT

CONTRACT NUMBER PS1923

WITH

MIDWEST SERVICE & INSTALLATION

TO PROVIDE

DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT

FOR

CHICAGO FIRE ENGINE COMPANY 16

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1923

THIS AGREEMENT ("Agreement") effective as April 10, 2012, but actually executed on the date witnessed is entered into and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 (the "Commission") and Midwest Service & Installation Inc., an Illinois corporation with offices located at 16702 Advantage Avenue, Crest Hill, IL 60403 (the "Seller").

Background Information – Recitals

PURCHASE OF FITNESS EQUIPMENT

WHEREAS, the Chicago Park District (the "Park District") entered into **Contract No. P-09020** (the "Park District Contract") with a term of March 23, 2010 through March 23, 2012 with the Seller for the purchase, maintenance and repair of fitness equipment pursuant to the Park District's Request for Qualifications (**Specification No. P-09020**). A copy of the Park District Contract is attached hereto and incorporated herein by reference; and

WHEREAS, on March 23, 2012, the Park District amended the Park District Contract to extend its term from March 23, 2012 through March 23, 2013.

WHEREAS, the Commission desires to enter into this Agreement with the Seller for the sale of fitness equipment pursuant to all applicable terms and conditions contained in the Park District Contract, as further described below.

WHEREAS, the Commission desires to incorporate the following Exhibits, which are attached hereto, into this Agreement:

Exhibit A– Schedule of Cost
Exhibit B– Disclosure of Retained Parties
Exhibit C– Disclosure Affidavit
Exhibit D– Insurance Requirements
Exhibit E– Special Conditions

NOW THEREFORE, in consideration of the agreements, covenants, representations, warranties, obligations and privileges set forth in the Park District Contract, and intending to be legally bound thereby, Commission and the Seller, agree as follows:

1. The Recitals and Exhibits set forth above constitute integral parts of this Agreement and are incorporated herein by reference.

2. The Seller has read and agrees to comply with all provisions of the Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

3. The Seller has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code of EthicsAmendOct32011_20110920.pdf, and is incorporated into this Agreement by reference.

4. In consideration of the sale of fitness equipment set forth in Exhibit A, the Commission and Seller agree that Commission will pay a Lump Sum Fee ("Fee") of **$ 26,533.80** for the sale of fitness equipment pursuant to the terms and conditions of the Park District Contract.

5. The Commission shall designate an Authorized Commission Representative as a primary contract for the delivery and installation of the fitness equipment. The Seller must coordinate all deliveries and installation with the Authorized Commission Representative.

6. This Agreement shall become effective upon approval by the Commission and shall remain in effect until expiration of the Park District's Contract with the Seller or upon termination by the Commission, whichever comes first.

7. Except as otherwise set forth herein, the Park District Contract shall apply to the Commission with the same force and effect as it applies to the Park District, and the Commission has the same rights, obligations, duties and responsibilities as the Park District with respect to the Park District Contract and any references to the Park District in the Park District Contract shall be construed as references to the Commission, as applicable. Any references to the General Superintendent & CEO shall be construed as references to the Executive Director and notice to the Commission pursuant to the Park District Contract shall be as follows;

   Public Building Commission of Chicago
   Richard J. Daley Center
   50 West Washington Street, Room 200
   Chicago, IL 60602
   Attention: Executive Director

8. The following provisions are deleted from this Agreement: Section 4, Contract Term; Section 16, Disputes; Section 28 and Exhibit E, Minority and Women's Business Enterprises Commitment is deleted in its entirety.

9. Exhibit D and Section 14, Insurance is deleted in its entirety and replaced with Exhibit D, Insurance Requirements.

10. Section 3, Compensation and Payment, is deleted in its entirety and replaced with the following provisions:

The Commission requires the Seller to use the Commission's electronic document management system in performing the Services under the assigned Agreement. At the direction of the Commission, the Seller must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Seller must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Seller as a result of the attendance of Seller's personnel at CW System courses are not compensable by the Commission.

The Seller will submit an invoice to the Commission for the sale of fitness equipment, which will be paid in one lump sum after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission. Each invoice must be submitted in the format directed by the Commission. Payment will be processed within 30 days after the Commission receives an acceptable invoice from the Seller.

NOW THEREFORE, the duly authorized representatives of the parties have executed this Agreement

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: _____

Mayor Rahm Emanuel
Chairman

ATTEST:

Date: 5/30/12

Lori A. Lypson
Secretary

MIDWEST SERVICE & INSTALLATION INC:

Danny L Green

Date: 5-1-2012

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Kankakee

State of: Illinois

Subscribed and sworn to before me by Danny L Green and _____

on behalf of Seller this 1st day of May, 2012.

Paula L. Jost
Notary Public

My Commission expires:
(SEAL OF NOTARY)

"OFFICIAL SEAL"
PAULA L JOST
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/19/13

Approved as to form and legality

Jacinta Eptung

Date: 5/11/2012

Neal & Leroy, LLC

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1923

EXHIBIT A

SCHEDULE OF COST

Recommended Manufacturer **STAR TRAC**

Item #	Item Description	Specification Section	Suggested Manufacturer	Quantity	Comparable Item Description/Model Number	Unit Cost (includes installation and delivery)
EX-1	Treadmill	11660	Life Fitness	1	S-TRc	$ 3,955.00
EX-2	Recumbent Bike	11660	Life Fitness	1	S-RBx	$ 1,906.00
EX-3	Elliptical Cross Trainer	11660	Life Fitness	1	E-CT *	$ 3,990.00
EX-4	Exercise Bike	11660	Life Fitness	1	S-UBx	$ 1,650.00
EX-5	Stair Climber	11660	Life Fitness	1	E-ST	$ 2,706.00
EX-6	3 Tier Weight Rack	11660	Life Fitness	1	Troy TDR-3	$ 382.00
EX-7	Lat pull down / Mid low row	11660	Life Fitness	1	Instinct/9IL-D3340	$ 2,703.00
EX-8	Rubber Dumb Bell Weights - 5, 10, 15, 2	11660	Hampton Fitness	1 set	Troy SD-R005-050	$ 815.00
EX-9	Multi Adjustable Bench	11660	Life Fitness	1	Instinct/9IN-B7501	$ 760.00
EX-10	Smith Machine	11660	Life Fitness	1	MaxRack	$ 2,995.00
EX-11	Leg Extension / Leg Curl	11660	Life Fitness	1	Instinct/9IL-D1014	$ 2,703.00
EX-12	Olympic Weight Plate - HOG-5	11660	Hampton Fitness	4	Troy GO-005VR	$ 30.80
EX-12	Olympic Weight Plate - HOG-10	11660	Hampton Fitness	6	Troy GO-010VR	$ 92.40
EX-12	Olympic Weight Plate - HOG-25	11660	Hampton Fitness	6	Troy GO-025VR	$ 231.00
EX-12	Olympic Weight Plate - HOG-45	11660	Hampton Fitness	6	Troy GO-045VR	$ 415.80
EX-13	Vertical Dumbell Rack	11660	Life Fitness	1	see line 8	$ -
EX-15	Rubber Dumb Bell Weights - DBU-55	11660	Hampton Fitness	1 pair	Troy SD-R055	$ 162.80
EX-15	Rubber Dumb Bell Weights - DBU-60	11660	Hampton Fitness	1 pair	Troy SD-R060	$ 177.60
EX-15	Rubber Dumb Bell Weights - DBU-65	11660	Hampton Fitness	1 pair	Troy SD-R065	$ 192.40
EX-15	Rubber Dumb Bell Weights - DBU-70	11660	Hampton Fitness	1 pair	Troy SD-R070	$ 207.20
EX-15	Rubber Dumb Bell Weights - DBU-75	11660	Hampton Fitness	1 pair	Troy SD-R075	$ 222.00
EX-15	Rubber Dumb Bell Weights - DBU-80	11660	Hampton Fitness	1 pair	Troy SD-R080	$ 236.80
						$ 26,533.80

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1923

EXHIBIT B

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Seller" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Seller has retained or expects to retain with respect to the contract or lease. In particular, the Seller must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Seller is not required to disclose employees who are paid solely through the Seller's regular payroll.

3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Seller hereby certifies as follows:

1. This Disclosure relates to the following transaction: CONTRACT NO. PS1923

Description or goods or services to be provided under Contract: FITNESS EQUIPMENT

2. Name of Seller: MIDWEST SERVICE & INSTALLATION, INC.

3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Seller with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
N/A	N/A	N/A	N/A

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: ✓

DS 5-2-2012

4. The Seller understands and agrees as follows:

a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Seller's participation in the contract or other transactions with the Commission.

b. If the Seller is uncertain whether a disclosure is required, the Seller must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Seller waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury. I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Seller and that the information disclosed herein is true and complete.

X Danny L Green — Signature
5-1-2012 — Date

DANNY L. GREEN — Name (Type or Print)
President — Title

Subscribed and sworn to before me

this 1st day of May 2012

Paula L. Jost — Notary Public

"OFFICIAL SEAL"
PAULA L JOST
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/19/13

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1923 9m

EXHIBIT C

DISCLOSURE AFFIDAVIT

Name: Midwest Service a Unit. Inc.
Address: 231 East Broadway, Bradley IL. 60915
Telephone No.: 800-526-7580
Federal Employer I.D. #.: 36-3752160 Social Security #: _____

Nature of Transaction:

[ ] Sale or purchase of land
[ ] Construction Contract
[ ] Professional Services Agreement
[X] Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Seller is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Don Green, as President
(Name) (Title)
and on behalf of Midwest Service a Unit.
("Bidder/ Proposer" or "Seller") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers/Sellers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Seller is a:

[X] Corporation	[ ] LLC
[ ] Partnership	[ ] LLP
[ ] Joint Venture	[ ] Not-for-Profit Corporation
[ ] Sole Proprietorship	[ ] Other

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. PS1923

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes [X] No [ ]

c. Names of all officers of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)
DAN GREEN	PRESIDENT
JIM ROSS	VICE PRESIDENT

Names of all directors of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
DAN GREEN	BONFIELD, IL.	90 %
JIM ROSS	HANOVER PARK IL.	10 %
		%

e. For LLC's, state whether member-managed or identify managing member:
_____.

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [ ] No [X]

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Seller is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Seller is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

_____
_____
_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Seller is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)	Address(es)
_____	_____

_____ _____

_____ _____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. SELLER CERTIFICATION

A. SELLER

1. The Seller, or any affiliated entities of the Seller, or any responsible official thereof, or any other official, agent or employee of the Seller, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe 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 (if an officer or employee, in that officer's or employee's official capacity); or

   b. Agreed or colluded, or 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. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Seller or agent, partner, employee or officer of the Seller is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.[3]

3. The Seller or any agent, partner, employee, or officer of the Seller is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Seller understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Seller certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

   b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Seller has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Seller at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Seller, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

2. The Seller will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Seller at this time, certifications substantially in the form of this certification. The Seller shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Seller, based on such certifications or any other information known or obtained by Seller, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Seller shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Seller shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Seller shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Seller will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture

or other entity from whom the Seller is unable to obtain a certification substantially in the form of this certification.

5. The Seller hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Seller shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Seller is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Seller is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Seller has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Seller is unable to certify to any of the above statements [(Section II (C)], the Seller shall explain below. Attach additional pages if necessary.

NONE

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Seller shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Seller is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Seller is unable to certify to the above statement, Seller shall explain below and attach additional sheets if necessary.

NONE

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Seller who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Seller is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Seller been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Seller cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

NONE

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Seller nor any affiliated entity of the Seller has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction[5], (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Seller cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

NONE

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. Without the prior written consent of the Public Building Commission of Chicago, Seller will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Seller will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

III. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Seller set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Seller. Furthermore, Seller shall comply with these certifications during the term and/or performance of the contract.

VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Seller set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Seller must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Danny L Green

Signature of Authorized Officer

DANNY L. GREEN

Name of Authorized Officer (Print or Type)

PRESIDENT
Title

815. 730. 3150 ext. 107
Telephone Number

State of Illinois

County of Kankakee

Signed and sworn to before me on this 1st day of May, 2012 by Danny L. Green (Name) as President (Title) of Midwest Service & Const. (Bidder/Proposer or Seller)

"OFFICIAL SEAL"
PAULA L JOST
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/19/13

Paula L. Jost
Notary Public Signature and Seal

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.

3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conversation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1923

EXHIBIT D

INSURANCE REQUIREMENTS

The Seller must provide and maintain at Seller's own expense, until expiration or termination of the Agreement and during the time period following expiration if Seller is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease

D.1.2. Commercial General Liability

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. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.1.3. Automobile Liability

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

D.2. ADDITIONAL REQUIREMENTS

The Seller must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, 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 any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Seller must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the 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 Commission to obtain certificates or other insurance evidence from Seller is not a waiver by the Commission of any requirements for the Seller to obtain and maintain the specified coverage. The Seller will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Seller of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Seller and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

The Seller hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, its' their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Seller in no way limit the Seller's liabilities and responsibilities

specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Seller under the Agreement.

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

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

Seller must require all its subcontractors to provide the insurance required in this Agreement, or Seller may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Seller unless otherwise specified in this Agreement.

If Seller or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

EXHIBIT E
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES

Policy Statement

It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Seller must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

The Commission requires the Seller also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

The Commission requires the Seller to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

Aspirational Goals

Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Contracts to certified MBEs and 5% of the annual dollar value of all Commission Contracts to qualified WBEs.

Further, the Seller must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work, which can be performed by MBEs, and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.

Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Seller or such other remedy, as the Commission deems appropriate.

Definitions

For purposes of this Special Condition, the following definitions applies:

(1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.

(3) "Professional Service Contract" means a contract for professional services of any type.

(4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the

aspirational goals.

(5) "Seller" means any person or business entity that seeks to enter into a Contract with the Commission to provide goods or services and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the Commission or her duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Seller to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill 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 is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(9) "Minority" means:

a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

(i) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

(ii) Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;

(iii) Asian-Americans, which includes (persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent);

(iv) American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and

b. Individual members of other groups, including but not limited to Arab-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Seller employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.

A Seller may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

A Seller may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Seller subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

A Seller may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

A Seller may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

Submission of Proposals

The following exhibits and documents constitute the Respondent's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and

WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

(2) **Exhibit B**: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Respondent's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Exhibit B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Exhibit B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) **Exhibit C**: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Exhibit C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Exhibit D. Exhibit C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) **Exhibit D**: Affidavit of Seller Regarding MBE or WBE Utilization. A completed Exhibit D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Exhibit D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

The submittals must have all blank spaces on the Exhibit pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

Evaluation of Compliance Proposals

The Respondent's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Respondent's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Exhibits.

If the Commission's review of a Respondent's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Respondent's proposal as non-responsive.

Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers must be satisfactorily negotiated prior to the submission to the Commission of the Respondent's MBE/WBE compliance proposal. If circumstances must arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 must be followed.

Request for Waiver

If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Respondent's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-proposal conference;

(2) The Respondent's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;

(4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;

(5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:

i. The name, address and telephone number of MBE and WBE firms contacted;

ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

(7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Respondent's conclusion.

(8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.

The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

Failure To Achieve Goals

If the Seller cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Seller has made such good faith efforts, the performance of other Sellers in meeting the goals may be considered. The Executive Director or her designee shall consider, at a minimum, the Seller's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Seller's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting proposals to meet the goals.

(5) Making a portion of the work available to MBE or WBE sub=consultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-consultants and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Seller to perform the work of a contract with its own organization. A Seller that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Seller.

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

Reporting and Record-Keeping Requirements

The Seller, within five (5) working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Seller's proposal and MBE/WBE assurances. Upon request by the PBC, the Seller must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Seller will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

The Seller must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or

its designees, on five (5) business days' notice in order for the Commission to determine the Seller's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

The Seller will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report must indicate the current and cumulative payments to t MBE and WBE sub-contractors or suppliers.

Disqualification of MBE or WBE

The Contract may be terminated by the Executive Director upon the disqualification of the Seller as an MBE or WBE if the sub-consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Seller.

The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Seller. If the Seller is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Seller shall make good faith efforts to engage a qualified MBE or WBE replacement.

Prohibition On Changes To MBE/WBE Commitments

The Seller must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Seller's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Seller to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably must have been known by the parties prior to entering into the subcontract.

MBE/WBE Substitution Requirements and Procedures

Arbitrary changes by the Seller of the commitments earlier certified in the **Exhibit D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Seller shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Seller of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) The Seller must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Seller's notification must include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c)financial incapacity; d) refusal by the sub-consultant to honor the 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 sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.

(3) The Seller's position must be fully explained and supported with adequate documentation.

Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Seller; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

The Profession Service Provider's notification must include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached must be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement must be submitted immediately to the Executive Director.

The Executive Director will not approve extra payment for escalated costs incurred by the Seller when a substitution of sub-consultants becomes necessary for the Seller in order to comply with MBE/WBE contract requirements.

No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Seller to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

Non-Compliance

The Executive Director has the authority to apply suitable sanctions to the Seller if the Seller is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Seller's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

When the contract is completed, if the Executive Director has determined that the Seller did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Seller from entering into future contracts with the Commission.

Severability

If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any count, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1923

Exhibit B - Joint Venture Affidavit (1 of 3)

This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

1. Name of joint venture _____

2. Address of joint venture _____
   _____

3. Phone number of joint venture _____

4. Identify the firms that comprise the joint venture

   _____

   _____

   A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
      _____
      _____
      _____

   B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
      _____
      _____
      _____

5. Nature of joint venture's business

   _____

   _____

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

   A. Profit and loss sharing _____%

   B. Capital contributions, including equipment _____%

   C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
      _____
      _____

   D. Describe any loan agreements between joint venturers, and identify the terms thereof.
      _____
      _____

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   A. Financial decisions

   _____

   B. Management decisions such as:

      1) Estimating

      _____

      2) Marketing and Sales

      _____

      3) Hiring and firing of management personnel

      _____

      4) Other

      _____

   A. Purchasing of major items or supplies

   _____

   B. Supervision of field operations

   _____

   C. Supervision of office personnel

   _____

   D. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefore be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

   _____

   _____

   E. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the joint venture.

   _____

   _____

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

   _____

   _____

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1923

Exhibit B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR 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 BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. 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 Exhibit B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Consultant if the joint venture is a sub-consultant.

_____	_____
Name of Joint Venturer	Name of Joint Venturer
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date
State of _____County of	State of _____County of
On this _____day of _____, 20__	On this _____day of _____, 20__
before me appeared (Name)	before me appeared (Name)
_____	_____
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by to execute the affidavit and did so as his or her free act and deed	to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by to execute the affidavit and did so as his or her free act and deed
(Name of Joint Venture)	(Name of Joint Venture)
_____	_____
Notary Public	Notary Public
Commission expires:	Commission expires:
(SEAL)	(SEAL)

msi™

Fitness Equipment Sales, Installation & Service

May 2, 2012

Mrs. Erin Lavin Cabonargi
Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street Suite 200
Chicago, IL 60602

Re: Contract No. PS1923
Chicago Fire Engine Company 16
Request for Waver from MBE/WBE Participation

Dear Mrs. Cabonargi:

Midwest Service & Installation, Inc. respectfully requests a Waiver in conjunction with the above contract/project.

The scope of the project with our company is limited to one manufacturer that produces the fitness equipment. The company, Star Trac Fitness, is not a MBE/WBE company. Furthermore, once the product is manufactured and shipped to our warehouse, our own delivery staff will deliver/install the product as identified in Schedule A of said contract.

If we may provide any additional information or if you should have any other questions, please feel free to contact me directly. On behalf of MSI, we thank you for the opportunity.

Sincererly,

Danny L. Green

Danny L. Green
President
Midwest Service & Installation, Inc.
E - dangreen@midwestserviceinc.com
M – 630.327.3422
D – 815.730.3150 e. 107

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: MAY 2, 2012

Erin Lavin Cabonargi, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. PS1923

Project Title: CHICAGO FIRE ENGINE COMPANY 16

In accordance with Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Exhibit E Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services as follows:

- PRODUCT APPROVED IS NOT MANUFACTURED BY A MBE/WBE COMPANY;
- MSI DELIVERS ITS OWN PRODUCT

Documentation attached: yes____ no ✓

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Danny L Green

Signature

DANNY L. GREEN

Print Name

PRESIDENT

Title

MIDWEST SERVICE & INSTALLATION, INC.

Name of Firm

Exhibit D - Affidavit of Seller Regarding MBE/WBE Participation
(1 of 2)

Name of Project: CHICAGO FIRE ENGINE Company 16

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

PRESIDENT
Title
and duly authorized representative of

MIDWEST SERVICE & INSTALLATION INC.
Name of Seller
whose address is

231 EAST BROADWAY AVE

in the City of BRADLEY, State of ILLINOIS
and that I have personally reviewed the material and facts submitted with the attached Exhibits of MBE/WBE participation in the above-referenced Contract, including Exhibit C and Exhibit B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Exhibit C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		$	$
N/A	N/A	$ N/A	$ N/A
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
Total Net MBE/WBE Credit		$	$
Percent of Total Base Bid		%	%

The Seller may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

DL
5-2-2012

Exhibit D - Affidavit of Seller Regarding MBE/WBE Participation
(2 of 2)

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Exhibit, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Seller of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

MIDWEST SERVICE & INSTALLATION INC.
Name of Seller (Print)

Danny L Green
Signature

MAY 4, 2012
Date

DANNY L. GREEN, PRESIDENT
Name (Print)

815. 730. 3150 e. 107
Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ___

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(1 of 2)

Name of Project Chicago Fire Engine Company 46 Contract Number P51923

Date May 1, 2012

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

N/A

(Name of Affiant)
am the

(Title) and duly authorized representative of

(Name of Company)
whose address is

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
N/A	N/A	N/A	N/A	N/A	N/A
TOTALS					

DC 5-2-2012

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____
(Affiant)

n/a

_____
(Date)

On this _____ day of _____ 20 ____,

before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____
Notary Public
Commission Expires

(Seal)

DL 5.2.2012

M/WBE REPORT

Is your company or any Subcontractor currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

____ Yes _X_ No

If "Yes" check and **ATTACH copy of current Letter of Certification**:

Certifying Agency:		Category:
State of Illinois - Department of Central Management Services	____	MBE ____
Women's Business Development Center	____	WBE ____
Chicago Minority Business Development Council	____	
City of Chicago	____	
County of Cook	____	
Metropolitan Water Reclamation District	____	

If yes, please submit a one current copy of your company's letter of certification from no more than one of the applicable agencies listed above. Please attach additional copies of this form and letters of certification for any Subcontractor that is certified as a MBE or WBE.

Midwest Arrive
Company Name

DANNY L. GREEN
Print Name

4-30-2012
Date

Danny L Green
Signature

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MIDWEST SERVICE & INSTALLATION INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
231 EAST BROADWAY, STE 8

Requester's name and address (optional)

City, state, and ZIP code
BRADLEY IL. 60915

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
36 - 3752160

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Danny L Green Date ▶ 4-30-2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2012

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

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

PRODUCER	CONTACT NAME: Bonnie Kristoffersen
Arthur J. Gallagher Risk Management Services, Inc. Two Pierce Place Itasca , IL 60143-3141 Bonnie Kristoffersen 1-630-773-3800	PHONE (A/C, No, Ext): 630-694-4417 FAX (A/C, No): 630-694-4401 E-MAIL ADDRESS: Bonnie_Kristoffersen@ajg.com
INSURED Midwest Service & Installation 231 E Broadway #8 Bradley, IL 60915	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : WESTFIELD INS CO — 24112 INSURER B : HARTFORD CAS INS CO — 29424 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 26905701 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TRA5858754	03/17/12	03/17/13	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC							$
A	AUTOMOBILE LIABILITY			TRA5858754	03/17/12	03/17/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			TRA5858754	03/17/12	03/17/13	EACH OCCURRENCE	$ 3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 3,000,000
	[ ] DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			83WECJI2619	03/17/12	03/17/13	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The Public Building Commission of Chciago and the City of Chicago are shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract with respect to the work performed by the named insured.

PSI 923

CERTIFICATE HOLDER

Public Building Commission
Procurement Department

Richard J. Daley Center
Room02
Chicago, IL 60602
USA

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

Michael R. Pench

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