

PUBLIC BUILDING COMMISSION OF CHICAGO



**AGREEMENT
CONTRACT NUMBER PS1925
WITH
KAYHAN INTERNATIONAL, LTD.
TO PROVIDE
DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES
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

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 Kayhan International Ltd., an Illinois corporation with offices located at 1475 East Woodfield Road, Suite 104, Schaumburg, Illinois 60173 (the "Seller").

Background Information – Recitals

DELIVERY AND INSTALLATION OF VARIOUS FURNITURE AND ACCESSORIES

WHEREAS, the City of Chicago (the "City") entered into **Contract No. 13752** (the "City Contract") with a term of December 1, 2006 through November 30, 2011) with the Seller for the delivery and installation of various furniture and accessories pursuant to the City's Request for Qualifications (Specification No. 38991A). A copy of the City Contract is attached hereto and incorporated herein by reference; and

WHEREAS, on September 19, 2011, the City Contract was amended to extend its term from December 1, 2011 through November 30, 2012.

WHEREAS, Section 3.14 of the City Contract, "Participation by Other Local Government Agencies" provides that other local government agencies may be eligible to execute such purchases providing for the delivery and installation of various furniture and accessories, pursuant to the terms and conditions of the Contract if such agencies are authorized by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no significant net adverse effect on the City of Chicago, and result in no observed diminished services from the Seller to the City user departments pursuant to such purchases.

WHEREAS, the Commission desires to enter into this Agreement with the Seller for the sale, delivery and installation of various furniture and accessories, pursuant to all applicable terms and conditions contained in the City 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 Costs**
- 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 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, delivery and installation of the furniture and equipment set forth in Exhibit A, the Commission and Seller agree that Commission will pay a Lump Sum Fee ("Fee") of **\$177,877.25** for the sale, delivery and installation of furniture and accessories pursuant to the terms and conditions of the City Contract.
5. The Commission shall designate an Authorized Commission Representative as a primary contract for the delivery and installation of the various furniture and accessories. 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 City Contract with the Seller or upon termination by the Commission, whichever comes first.
7. Except as otherwise set forth herein, the Contract shall apply to the Commission with the same force and effect as it applies to the City, and the Commission has the same rights, obligations, duties and responsibilities as the City with respect to the Contract and any references to the City in the Contract shall be construed as references to the Commission, as applicable. Any references to the Chief Procurement Officer of the City shall be construed as references to the Executive Director and notice to the Commission pursuant to the 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 2.52, Disputes; Article 4, Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise; and Section 3.5, Purchase Order Releases.
9. Section 3.2, Contractor's Insurance is deleted in its entirety and replaced with Exhibit C, Insurance Requirements.

10. Section 3.6, is deleted in its entirety and replaced with the following provision:

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, that 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.

11. Section 2.18, Indemnity, is deleted in its entirety, and replaced with the following provision: "The Seller hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or negligent act of the Seller or any person employed by the Seller to the maximum extent permitted by applicable law."

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

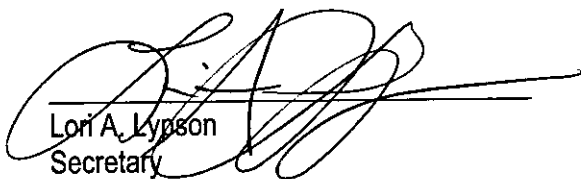
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

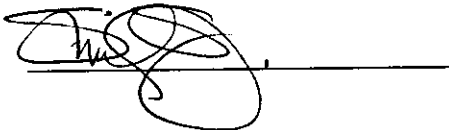
Date: _____

ATTEST:


Lori A. Lynson
Secretary

Date: 5/30/12

KAYHAN INTERNATIONAL, LTD:



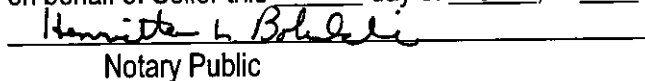
Date: April 10, 2012

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: IL

Subscribed and sworn to before me by Shirley Sadjadi and _____
on behalf of Seller this 10 day of April, 20 12.


Notary Public

My Commission expires: 12/31/2013
(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epling
Neal & Leroy LLC

Date: 5/10/2012

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EXHIBIT A
SCHEDULE OF COSTS

Item Description	Specification Section	Manufacturer	Quantity	Unit Cost	Extended Cost	Delivery Date
Bed Base	12500	Masterrack	20	\$ 278.00	\$5,560.00	May 29, 2012
Mattress	12500	Made Rite	20	\$ 204.00	\$ 4,080.00	May 29, 2012
Task Chair	12500	Haworth	3	\$ 552.45	\$ 1,657.35	May 29, 2012
Lounge	12500	Knoll	2	\$ 4,139.00	\$ 8,278.00	8-12 weeks
Sofa	12500	Knoll	2	\$ 5,325.00	\$ 10,650.00	8-12 weeks
Training Chair	12500	Vecta	20	\$ 652.80	\$ 13,056.00	8-10 weeks
Dining Chair	12500	Haworth	18	\$ 185.60	\$ 3,340.80	May 29, 2012
Task Chair	12500	Haworth	4	\$ 552.45	\$ 2,209.80	May 29, 2012
Conference Chair with Arms	12500	Haworth	12	\$ 281.66	\$ 3,379.92	May 29, 2012
Conf Side Chair with Arms, Castors	12500	Haworth	5	\$ 261.66	\$ 1,308.30	May 29, 2012
Open Office Task Chair	12500	Haworth	8	\$ 552.45	\$ 4,419.60	May 29, 2012
Guest Chair with Arms	12500	Haworth	6	\$ 261.66	\$ 1,569.96	May 29, 2012
Desk	12500	Haworth	4	\$ 1,039.44	\$ 4,157.76	May 29, 2012
Workstations	12500	Haworth	5	\$ 1,072.76	\$ 5,363.80	May 29, 2012
Desk and Furniture	12500	Haworth	1	\$ 7,713.85	\$ 7,713.85	May 29, 2012
Desk and Furniture	12500	Haworth	1	\$ 6,000.05	\$ 6,000.05	May 29, 2012
Lateral File	12500	Haworth	1	\$ 310.52	\$ 310.52	May 29, 2012
Storage Cabinet	12500	Haworth	8	\$ 341.51	\$ 2,732.08	May 29, 2012
Lateral File	12500	Haworth	4	\$ 310.52	\$ 1,242.08	May 29, 2012
Lateral File - 3 High	12500	Haworth	8	\$ 455.18	\$ 3,641.44	May 29, 2012
Ped - File, File (Wood)	12500	Haworth	4	\$ 497.82	\$ 1,991.28	May 29, 2012
Ped - Box, Box, File, Lateral File	12500	Haworth	6	\$ 533.76	\$ 3,202.56	May 29, 2012
Vertical storage Unit	12500	Haworth	4	\$ 1,034.33	\$ 4,137.32	May 29, 2012
Overhead Storage and Tack Surface	12500	Haworth	9	\$ 541.41	\$ 4,872.69	May 29, 2012
Base Cabinet	12500	Haworth	9	\$ 379.37	\$ 3,414.33	May 29, 2012
Wall mounted light	12500	Artemide	16	\$ 252.00	\$ 4,032.00	May 29, 2012
Table Lamp	12500	Artemide	14	\$ 293.00	\$ 4,102.00	May 29, 2012
Pencil/Pen Holder	12500	Knoll	3	\$ 52.00	\$ 156.00	May 29, 2012

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Occasional Table	12500	Knoll	1	\$ 628.00	\$ 628.00	8-12 weeks
Dining Table	12500	Haworth	2	\$ 665.41	\$ 1,330.82	May 29, 2012
Occasional Table	12500	Knoll	22	\$ 445.00	\$ 9,790.00	8-12 weeks
Conference Table	12500	Haworth	1	\$ 1,661.42	\$ 1,661.42	May 29, 2012
Work Bench	12500	Edsal	1	\$ 240.00	\$ 240.00	May 29, 2012
Worktop	12500	Haworth	5	\$ 357.33	\$ 1,786.65	May 29, 2012
Work Top	12500	Haworth	2	\$ 304.96	\$ 609.92	May 29, 2012
Worktop	12500	Haworth	2	\$ 305.30	\$ 610.60	May 29, 2012
DELIVERY COST					\$ 1,475.00	NA
INSTALLATION COST					\$19,255.00	NA
TOTAL COST					\$153,967.25	NA

TOTAL for trash cans & media boards \$23,910.00

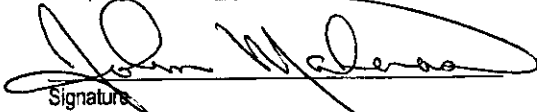
TOTAL COST \$177,877.25

1. Is a full one year manufacturer's warranty available for all of the above items? YES ☒ NO ☐ if no please explain.

Explanation: _____

2. Can vendor meet the anticipated delivery date: May 12, 2012? YES ☐ NO ☒ if no please explain.

Some manufactures' lead times are 8-12 weeks. Testing of COM fabrics, required by the manufactures, adds additional time to the ship date.

Company Name: Kayhan International Date: April 4, 2012Company Address: 1475 E woodfield Rd. suite 104, Schaumburg, IL 60173


Signature

Telephone: 847/843-5060John Maheras / Account Executive Email: john.maheras@kayhan.com

Print Name and Title

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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: Sale of Furniture
Description or goods or services to be provided under Contract: Workstations, desks, furniture, seating, tables, storage cabinets, lighting, bed & base, mattress.
2. Name of Seller: Kayhan International, Limited
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)

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

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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.



Signature

April 10, 2012

Date

Shirley Sadjadi

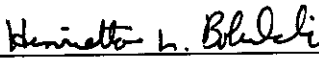
Name (Type or Print)

Corporate Council

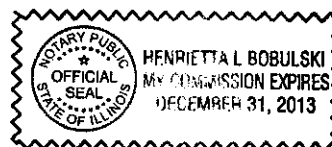
Title

Subscribed and sworn to before me

this 10 day of April 2012



Notary Public



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EXHIBIT C

DISCLOSURE AFFIDAVIT

Name: Kayhan International, Limited

Address: 1475 E. Woodfield Road, Suite 104, Schaumburg, IL 60173

Telephone No.: (847) 843-5060

Federal Employer I.D. #: 36-3178094 Social Security #: _____

Nature of Transaction:

☐ Sale or purchase of land

☐ Construction Contract

☐ Professional Services Agreement

☒ Other Office Furniture, Project Management and Installation.

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 Shirley Sadjadi, as Corporate Counsel / Owner

(Name) (Title)
and on behalf of Kayhan International, Limited

("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:

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> LLC
<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Not-for-Profit Corporation
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

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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 [☒] No [☐]
- c. Names of all officers of corporation or LLC (or attach list):
Names of all directors of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Kayhan Hellriegel</u>	<u>CEO</u>	<u></u>	<u></u>
<u>Daniel Hellriegel</u>	<u>Executive VP</u>	<u></u>	<u></u>
<u>Pat Turnbull</u>	<u>President</u>	<u></u>	<u></u>

- 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
<u>Kayhan Hellriegel</u>	<u>1341 Carlisle, Inverness, IL 60010</u>	<u>51.2 %</u>
<u>Daniel Hellriegel</u>	<u>1341 Carlisle, Inverness, IL 60010</u>	<u>39.1 %</u>
<u>Shirley Sadjadi</u>	<u>316 Riverbluff, Elgin, IL 60120</u>	<u>9.7 %</u>

- 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 [☒]

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

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- 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)
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_____	_____
_____	_____
_____	_____

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.

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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. Bribe 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-rigging² 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-rotating⁴ 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

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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

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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.

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.

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D. OTHER TAXES/FEEES

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.

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.

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 Restriction⁵, (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

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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:

(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.



Signature of Authorized Officer

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Shirley Sadjadi

Name of Authorized Officer (Print or
Type)
Corporate Council

Title
(847) 622-2429

Telephone Number

State of IL

County of Cook

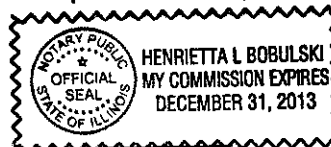
Signed and sworn to before me on this 10 day of April, 2012 by

Henrietta Bobulski (Name) as Employee Relations (Title) of

Kayhan International (Bidder/Proposer or Seller)

Henrietta L. Bobulski

Notary Public Signature and Seal



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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).

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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.

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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.

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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

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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.

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(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.

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(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

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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

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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

PUBLIC BUILDING COMMISSION OF CHICAGO

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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 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.

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(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

PUBLIC BUILDING COMMISSION OF CHICAGO

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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 court, 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. PS1925

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.

Exhibit B- Joint Venture Affidavit (2 of 3)

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1925

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. PS1925

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

Signature

Name

Title

Date

State of _____ County of _____

On this _____ day of _____, 20____
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

(Name of Joint Venture)

Notary Public

Commission expires:

(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this _____ day of _____, 20____
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

(Name of Joint Venture)

Notary Public

Commission expires:

(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1925

**Exhibit C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Chicago Fire Engine Company 16

Project Number: 07060

FROM:

Systems Unlimited, Inc. MBE X WBE
(Name of MBE or WBE)

TO:

Public Building Commission of Chicago and Public Building Commission of Chicago
(Name of Seller)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

 a Sole Proprietor X a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6/30/2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Receive, deliver, install all products.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

Nineteen thousand, two hundred fifty five dollars and 00/100.

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. PS1925

Exhibit C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

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

_____ % 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% percent 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 General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Systems Unlimited

Name of MBE/WBE Firm (Print)

April 10, 2012

Date

(630) 285-0010

Phone


Signature

Pat Naughton

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1925

**Exhibit D - Affidavit of Seller Regarding MBE/WBE Participation
(1 of 2)**Name of Project: Chicago Fire Engine Company 16STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Corporate Council

Title

and duly authorized representative of

Kayhan International, Limited

Name of Seller

whose address is

1475 E. Woodfield Road, Suite 104in the City of Schaumburg, 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
Kayhan International	Sale of Furniture	\$	\$ 158,622.25
Systems Unlimited	Installation	\$ 19,255.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 19,255.00	\$ 158,622.25
Percent of Total Base Bid		11 %	89 %

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. PS1925

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

SUB-SUBCONTRACTING LEVELS

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

_____ % 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:

Kayhan International

Name of Seller (Print)

April 10, 2012

Date

(847) 622-2429

Phone


Signature
Shirley Sadjadi

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

CONTRACT NO. PS1925

Name of Project _____ Contract Number _____

Date _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

(Name of Affiant)
am the

and duly authorized representative of

(Title)

(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
TOTALS					

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. PS1925

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)

(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)

REQUEST FOR PRICE
OFFICE FURNITURE
Fire Engine Co. 16
PROJECT NO: 07060

SCHEDULE C - Letter of Intent from MBE/WBE

**To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Chicago Fire Engine Company 16

Project Number: 07060

FROM:

National Women's Business Enterprise MBE _____ WBE X
(Name of MBE or WBE)

TO:

Kayhan International, Ltd. and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

(a)

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 01/31/2012. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Workstations, desks, furniture, seating, tables, storage cabinets, lighting, bed
base and mattress and delivery & installation.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

One hundred seventy seven thousand, eight hundred seventy seven dollars and
twenty five cents.

REQUEST FOR PRICE
OFFICE FURNITURE
Fire Engine Co. 16
PROJECT NO: 07060

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE
Participation
(2 of 2)**

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider 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:

Kayhan International, Ltd.
Name of Professional Service Provider (Print)
March 5, 2012
Date
847-843-5060
Phone

Kayhan Hellriegel
Signature
Kayhan Hellriegel
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____

REQUEST FOR PRICE

OFFICE FURNITURE

Fire Engine Co. 16

PROJECT NO: 07060

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

50% is required at order. Our supplier require 50% deposit when ordering product.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

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

100 % 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 Schedule, a zero (0) must be filled in each blank above. If more than 10% percent 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 General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Please see attached certifications from WBENC and City of Chicago (office of compliance

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Kayhan Heilriegel
Kayhan International, Ltd.
1475 East Woodfield Road, Suite 104
Schaumburg, IL 60173

Annual No Change Affidavit Due:

September 1, 2011

Dear Kayhan Heilriegel:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until September 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **September 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **July 3, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity listed, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

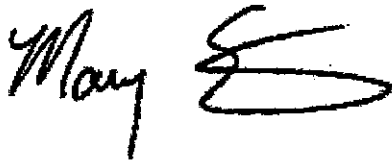
Kayhan International, Ltd. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

42044 Institutional Furniture, All Types
42056 Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb
42059 Lounge Furniture, Upholstered
42517 Data Processing Furniture, Metal and Plastic (For Storage Cabinets Se
42564 Recycled Office Furniture (All Types)
42594 Work Stations, Modular, Systems Furniture
45008 Bins, Cabinets, and Shelves, Metal (Not Office Type)
90652 Interior Design, Space Planning, and Exhibits/Displays
93145 Furniture Installation and Reconfiguration Services (Including System
96246 Installation Services (Not Otherwise Classified)

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

WBENC Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification
to
KAYHAN INTERNATIONAL, LIMITED

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's
Business Development Center -- Chicago, a WBENC Regional Partner Organization.

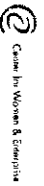
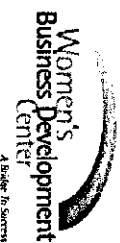
Expiration Date: 01/31/2013

WBENC National Certificate Number: 234868

Hedy M. Ratner
Authorized by Hedy M. Ratner, Co-President, S. Carol Dougal, Co-President
Women's Business Development Center -- Chicago

NAICS Codes: 423210

UNSPSC Codes: 56101700





CITY OF CHICAGO
OFFICE OF COMPLIANCE

July 29, 2011

Russell Omuro
Systems Unlimited, Inc.
1350 West Bryn Mawr
Itasca, IL 60143-1314

Annual Certificate Expires: August 1, 2012

Dear Russell Omuro:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **August 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **6/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

**MANUFACTURING, DISTRIBUTION, INSTALLATION AND
WAREHOUSING OF OFFICE FURNITURE AND INSTITUTIONAL
FURNISHINGS**

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Patterson
Deputy Director



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

August 10, 2011

Russell S Omuro
Systems Unlimited Inc
1350 West Bryn Mawr
Itasca, IL 60143-1314

Certification Expires: June 30, 2012

Re: MBE Recognition Certification Approval
(Chicago Minority Supplier Development Council)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Chicago Minority Supplier Development Council's (CMSDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with CMSDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,



Ruddy I. Ortiz
Deputy Director
Business Enterprise Program

(L21MBE)

100 W Randolph St., Suite 4-400, Chicago, IL 60601

Printed on Recycled Paper



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

SYSTEMS UNLIMITED, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 423210, 541310**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

**Product/Service Description: DISTRIBUTOR, WAREHOUSING AND INSTALLATION OF OFFICE FURNITURE;
MANUFACTURER OF OFFICE FURNITURE AND ARCHITECTURAL MILLWORK**

6/30/2011

CH682

Issued Date

Certificate Number

6/30/2012

Expiration Date

Julius E. Hill Morgan
President, ChicagoMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/12

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 American Insurance Agency, Inc. A Div. of Euclid Insurance Services 234 Spring Lake Drive Itasca, IL 60143	CONTACT NAME: Sandy Maciontek	
	PHONE (A/C, No, Ext): 630 694-3700	FAX (A/C, No): 630 773-4075
	E-MAIL ADDRESS: smacontek@euclidinsurance.com	
INSURED Kayhan International Limited EDI Interior Architecture 1475 E. Woodfield Rd, #104 Schaumburg, IL 60173	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
		NAIC # 10677

COVERAGES	CERTIFICATE NUMBER:	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		EPP0004543	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EPP0004543	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		EPP0004543	12/31/2011	12/31/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC184465306	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Installation Floater		EPP0004543	12/31/2011	12/31/2012	\$500,000 Limit \$1,000 Deductible

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

PROJECT NO: PS1925

The Public Building Commission of Chicago and the City of Chicago are listed as Additional Insured with respects to the General Liability and Auto Liability only in connection to the above referenced project. The Coverage afforded for Additional Insured's is on a Primary and Non Contributory basis and A Waiver of Subrogation applies with respects to General Liability, Auto Liability and Workers Compensation Coverage, (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission Procurement Department Richard J. Daley Center Room 200 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>JN AL</i>

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DESCRIPTIONS (Continued from Page 1)

as required by written contract.