



**PUBLIC BUILDING COMMISSION SANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICES AGREEMENT – SERVICES LESS THAN \$25,000  
PROMOTIONAL WEARABLES AND ITEMS– PS2059**

This Contract is made and is dated March 11, 2016 by and between:

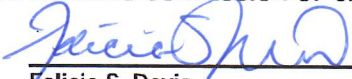
**PBC:** Public Building Commission of Chicago  
50 West Washington  
Chicago, Illinois 60602 ("PBC") and

**Consultant:** Silk Screen Express, Inc.  
7611 West 185<sup>th</sup> Street  
Tinley Park, IL 60477

**Contract:** Promotional Wearables and Items  
(PS2059)


**Amount:** Not-to-Exceed \$25,000.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**By:**   
Felicia S. Davis  
Executive Director

**Date:** 15 March 2016

**Consultant: Silk Screen Express, Inc.**

**By:** 

**Title:** PRESIDENT

**Date:** 3-15-16

**1. Performance Standard.** The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

**2. Failure to Meet Performance Standards.** If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-

performed as a direct or indirect result of that failure.

**3. Compliance with Laws.** In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

**4. Time Is Of The Essence.** Time is of the essence for this Contract.

**5. Invoices.** Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract number and be supported with such reasonable details and data as the PBC may require.

**6. Compensation of Consultant.** The Commission shall pay the Consultant as outlined via Task Order in accordance with pricing and discounts as approved in the City of Chicago's agreement (Contract #119947). PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

**7. No Waivers.** Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

**8. Indemnity.** The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.



**9. Taxes.** PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

**10. Insurance.** The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

**11. Independent Contractor.** In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

**12. Changes to the Services.** The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

**13. Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

**14. Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

**15. Termination.** The PBC reserves the right to terminate this Contract at any time by providing written notice to the Consultant.

**16. Notices.** All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**17. Remedies.** The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

**18. Governing Law.** The laws of the State of Illinois shall govern this Contract.

**19. Choice of Forum.** Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**20. Non-assignment.** The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

**21. Headings.** Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

**22. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

**23. Amendments.** Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

**24. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

**25. Entire Agreement.** This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications

**26. Task Orders.** The PBC shall authorize each order after a receiving a quote, mock up and/or sample of the goods via an executed Task Order for specific items.

**27. Term.** The term of this agreement shall expire upon completion of services or exhaustion of funds, whichever occurs first.

**EXHIBIT A**  
**DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following:

**I. Group A: Promotional Catalogs Represented in ASI Catalogs**

All items represented in all ASI Catalogs may be ordered under this Contract.

The ASI Catalogs referenced are: (Seasonal – fall and winter, spring and summer).

The Contractor must provide a discount percentage to be applied to each of the following price categories for all catalogs.

Category A.	\$5.00 and Under	Inclusive of Paper Proof and Silk Screen Application
Category B	\$5.01 - \$10.00	Inclusive of Paper Proof and Silk Screen Application
Category C	\$10.01 - \$25.00	Inclusive of Paper Proof and Silk Screen Application
Category D	\$25.01 - \$50.00	Inclusive of Paper Proof and Silk Screen Application
Category E	\$50.01 - \$100.00	Inclusive of Paper Proof and Silk Screen Application
Category F	\$100.00 – Over	Inclusive of Paper Proof and Silk Screen Application

The Contractor must provide the Highest Percentage Discount from the (each piece price) Price List. The Contractor must not submit a proposal offering Discounts from the Volume Price Each Section, bids submitted with Volume Price Discounts will be rejected.

**II. Printing Pricing**

The following will be required by the Contractor to be included with the percentage discount. The PBC will not be charged for any of the following.

- A. Cost of the silk screening application, running charges, dye charges, typesetting and one-time computer set-up charge.
- B. One (1) color, two (2) colors or multi-color silk screened imprint on one location.
- C. Laser Engraving
- D. Straight-line copy and/or various lines
- E. Repeat orders of imprinting/running
- F. Personalization
- G. Customizing
- H. Logos or trademarks
- I. Multi set-up with logo or any one option above
- J. PMS Colors
- K. Various print sizes or with any of the above options
- L. Stamping and Embossing

**III. Group C: Artwork**

In the event the PBC does not provide any Camera Ready Artwork, in color or black and white, in adobe, Illustrator, EPS for PC formats, Electronic Artwork and/or in Corel Draw at the time of the order, the Contractor will be required to produce the Artwork to meet the specifications of the requested Promotional Items and Wearables.



**IV. Group D: Rush Deliveries**

The PBC reserves the right to request a rush delivery within two (2) business days after approval of a paper proof or a sample.

**V. Group E: Silk Screening Plates**

The PBC will send the Contractor a sample of the verbiage for the silk screen plates. The Contractor will be allowed a one (1) time set-up fee for each silk screen plate. Subsequent orders using the same design will not be subject to any additional set-up fees.

Unless otherwise stated in the line item description or detailed specifications, the cost of applying the silk screen to the garments will be inclusive in the bid price.

All silk screening plates will become the property of the PBC upon completion of the Contract. The Contractor must submit all plates to the respective departments.

In the event plates already exist and can be provided to the vendor or are already in the possession of a previous Contractor of the PBC, no plate fee will be applicable.

**VI. Group F: Embroidery**

Contractor is responsible for embroidering various garments ordered by the PBC.

The PBC will have the ability to order assorted promotional items found within Silk Screen Express' online or paper catalogues.

**Commission Representative: Raven A. DeVaughn**



EXHIBIT B  
COMPENSATION OF THE CONSULTANT

B.1 CONSULTANT'S FEE

- B.1.1 The Consultant's total compensation under this agreement shall not exceed **\$25,000.00**. The Commission shall pay the Consultant as outlined via Task Order in accordance with pricing and discounts as approved in the City of Chicago's agreement (Contract #119947). PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant.
- B.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

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EXHIBIT C  
INSURANCE REQUIREMENTS

(INSURANCE REQUIREMENTS ATTACHED)





# CERTIFICATE OF LIABILITY INSURANCE

SILKS-1

OP ID: DR

DATE (MM/DD/YYYY)

10/30/2015

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 Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village, IL 60007 Chris Schrementi	CONTACT NAME: <b>Certificate Team</b>
	PHONE (A/C, No, Ext): <b>847-758-1000</b> FAX (A/C, No): <b>847-758-1200</b>
	E-MAIL ADDRESS: <b>certs@corkillinsurance.com</b>
INSURER(S) AFFORDING COVERAGE	
INSURER A : Selective Insurance Group	NAIC #
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **Silk Screen Express, Inc**  
7611 W 185th St  
Tinley Park, IL 60477

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S 2140916	10/01/2015	10/01/2016	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S2140916 00	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			S2140916 00	10/01/2015	10/01/2016	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9014472 00	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Printers E&O			S 2140916	10/01/2015	10/01/2016	Limit <b>1,000,000</b> Ded. <b>1,000</b>

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

The City of Chicago is an additional insured on the General Liability Policy as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Chicago 121 North LaSalle Chicago, IL 60602	CITYCHI	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>John F. Rayburn</i>

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## EXHIBIT C INSURANCE REQUIREMENTS

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

### **C.1. INSURANCE TO BE PROVIDED**

#### **C.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.

#### **C.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 must be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

#### **C.1.3. Automobile Liability**

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

#### **C.1.4. Property**

The Contractor is responsible for any Public Building Commission equipment, materials, parts or supplies while in the care, custody and control of the Contractor or while in transit on a replacement cost basis.

### **C.2. ADDITIONAL REQUIREMENTS**

The Contractor 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 Contractor 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 Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverage. The Contractor will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago and its Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor'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 Contractor 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

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

If Contractor 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 D  
DISCLOSURE OF RETAINED PARTIES

(DISCLOSURE OF RETAINED PARTIES ATTACHED)



**EXHIBIT D  
DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

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

Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant 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 Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"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.

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: Silk Screen Express, Inc.

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
<i>NA</i>			

Check Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: *DE*

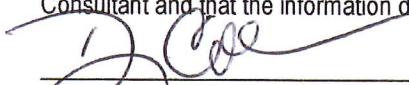
The Consultant understands and agrees as follows:

- 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 Consultant's participation in the contract or other transactions with the Commission.

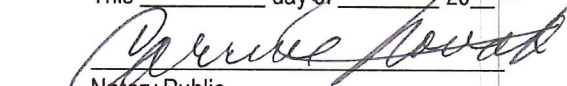
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, 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 Consultant 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 Consultant and that the information disclosed herein is true and complete.

 _____ Signature	<u>3-16-16</u> _____ Date
<u>DAWN COLEMAN</u> _____ Name (Type or Print)	<u>PRESIDENT</u> _____ Title

Subscribed and sworn to before me

This 16 day of March 2016

  
\_\_\_\_\_  
Notary Public







DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

AUG 02 2013

Dawn Coleman  
Silk Screen Express, Inc.  
7611 W. 185<sup>th</sup> Street  
Tinley Park, IL 60477

Dear Ms. Coleman:

We are pleased to inform you that **Silk Screen Express, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **07/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **07/01/2014, 07/01/2015, 07/01/2016, and 07/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City 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, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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 annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602



- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that 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. 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 the individual or entity, or the individual or entity assisted 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 and not more than \$10,000 or both.

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

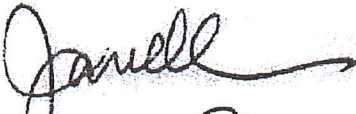
**NAICS Code(s):**

- 323120 – Screen For Printing, Preparation Services**
- 313310 – Printing Textile Products (except apparel)**
- 315210 – Embossing Textile Products and Fabrics**
- 315210 – Apparel Cut and Sew Contractors**
- 315210 – Apparel Trimming and Finds Cut & Sew Apparel Contractors**
- 315210 – Appliqueing Apparel**
- 315210 – Athletic Clothing Cut & Sew Apparel Contractors**
- 423910 – Athletic Goods (except apparel, footwear, non-specialty)**
- 423910 – Athletic Uniforms Merchant Wholesalers**
- 448190 – School Uniform Stores**
- 448190 – Swimwear Stores**
- 448190 – T-Shirt Shop**
- 451110 – Uniform Stores (except athletic)**
- 323113 – Commercial Screen Printing**
- 541890 – Advertising Specialty Distribution Services**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/dw

**EXHIBIT E**  
**M/WBE REPORT**  
**MBE/WBE Certifications**

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

Yes       No

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

Certifying Agency:  
City of Chicago   
County of Cook

Category:  
WBE   
MBE

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

SILK SCREEN EXPRESS INC

Company Name

3-16-16

Date

DAVID COLEMAN

Print Name

[Signature]

Signature